

**ADVANCED ACQUISITION PROCUREMENT
SOLICITATION FOR OFFERS**

THE GENERAL SERVICES ADMINISTRATION

FOR

REQUIREMENTS TO LEASE

BETWEEN APPROXIMATELY 3,000 AND 120,000 RENTABLE

(2,500 AND 110,000 ANSI/BOMA OFFICE AREA)

SQUARE FEET OF CONTIGUOUS OFFICE AND RELATED SPACE

IN

Washington, DC

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The information collection requirements contained in this Solicitation/Contract, that are have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act of 1995, OMB Control No. 3090-0163.

SFO NO. 07-014
05/01/07

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(b) (6)

TABLE OF CONTENTS

1.0	SUMMARY	5
1.1	Amount and Type of Space (SEP 2000)	5
1.2	AREA OF CONSIDERATION (JUL 2005)	5
1.3	AREA OF CONSIDERATION	Error! Bookmark not defined.
1.4	AREA OF CONSIDERATION	Error! Bookmark not defined.
1.5	LOCATION: INSIDE OR OUTSIDE CITY CENTER (NCR AAP VaRIATION (June 2006))	6
1.6	LOCATION: CITY CENTER (NCR AAP VaRIATION (JUNE 2006))	6
1.7	LOCATION: OUTSIDE CITY CENTER (SEP 2000)	6
1.8	LEASE TERM (NCR AAP VARIATION (AUG 2002))	7
1.9	OFFER DUE DATE (ncr aap variation (aug 2002))	7
1.10	OCCUPANCY DATE (NCR AAP Variation (AUG 2002))	7
1.11	HOW TO OFFER (NCR AAAP VARIATION (MAR 2007))	8
1.12	BUILDING SHELL REQUIREMENTS (AAAP VARIATION (FEB 2007))	11
1.13	PLANS WITH OFFER (SEP 2000)	12
1.14	Broker Commission and Commission Credit (NCR AAAP VARIATION (JUL 2006))	12
1.15	NEGOTIATIONS (NCR AAP VARIATION (OCT 2005))	12
1.16	PRICE EVALUATION (PRESENT VALUE) (NCR AAAP VARIATION (DEC 2006))	12
1.17	HISTORIC PREFERENCE (SEPT. 2004)	14
1.18	AWARD (JAN 1997)	15
1.19	SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)	15
1.20	LABOR STANDARDS (AUG 2003)	16
1.21	SECURITY FOR NEW CONSTRUCTION (NOV 2005)	16
2.0	AWARD FACTORS	17
2.1	SEISMIC SAFETY (FEB 2007)	17
2.2	AWARD BASED ON PRICE (NCR AAP VARIATION (AUG 2002))	18
3.0	MISCELLANEOUS	19
3.1	TENANT IMPROVEMENTS INCLUDED IN OFFER (AAAP VARIATION (MAR 2007))	19
3.2	TENANT IMPROVEMENT RENTAL ADJUSTMENT (MAR 2007)	19
3.3	TENANT IMPROVEMENTS PRICING REQUIREMENTS (NCR AAP VARIATION (MAR 2007))	19
3.4	SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS (MAR 2007)	20
3.5	TAX ADJUSTMENT (NCR AAP VARIATION (APR 2007))	20
3.6	PERCENTAGE OF OCCUPANCY	21
3.7	OPERATING COSTS (NCR variation (Nov 2001))	21
3.8	OPERATING COSTS BASE (SEP 2000)	22
3.9	RENTABLE SPACE (SEP 2000)	22
3.10	ANSI/BOMA OFFICE AREA SQUARE FEET (NCR VARIATION (AUG 2002))	22
3.11	COMMON AREA FACTOR (SEP 2000)	22
3.12	APPURTENANT AREAS	22
3.13	LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)	22
3.14	VENDING FACILITIES (NCR AAP variation (AUG 2002))	23
3.15	ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)	23
3.16	RELOCATION ASSISTANCE ACT (Mar 2002)	23
3.17	EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)	23
3.18	CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (AAP VARIATION (MAR 2007))	23
3.19	PROGRESS REPORTS (SEP 2000)	24
3.20	CONSTRUCTION INSPECTIONS	24
3.21	REQUIRED PROOF OF AUTHORITY (NCR VARIATION (AUG 2002))	24
3.22	Business improvement districts (b.i.d.) (NCR variation (aug 2002))	24
4.0	GENERAL ARCHITECTURE	26
4.1	QUALITY AND APPEARANCE OF BUILDING EXTERIOR (ncr VARIATION (AUG 2002))	26
4.2	CONSTRUCTION WASTE MANAGEMENT (SEP 2000)	26
4.3	EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)	27
4.4	INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)	27
4.5	WORK PERFORMANCE (SEP 2000)	27
4.6	BUILDING SYSTEMS (JAN 1997)	27
4.7	SPACE EFFICIENCY (SEP 2000)	27
4.8	CAD AS-BUILT FLOOR PLANS (NCR variation (AUg 2002))	27
4.9	FLOORS AND FLOOR LOAD (SEP 2000)	28
4.10	EXITS AND ACCESS (SEP 1991)	28
4.11	WINDOWS (NCR variation (AUG 2002))	28
4.12	ACCESSIBILITY (FEB 2007)	28
4.13	LANDSCAPING (SEP 2000)	28

5.0	ARCHITECTURAL FINISHES	29
5.1	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)	29
5.2	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)	29
5.3	LAYOUT, FINISHES, AND COLORBOARDS (NCR Variation (aug 2002))	29
5.4	WOOD PRODUCTS (SEP 2000)	29
5.5	ADHESIVES AND SEALANTS (SEP 2000)	29
5.6	INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)	30
5.7	CEILINGS (SEP 2000)	30
5.8	WALL COVERINGS (SEP 2000)	30
5.9	PAINTING (SEP 2000)	31
5.10	DOORS: EXTERIOR (SEP 2000)	31
5.11	DOORS: SUITE ENTRY (SEP 2000)	31
5.12	DOORS: INTERIOR (SEP 2000)	31
5.13	DOORS: HARDWARE (NOV 2005)	31
5.14	DOORS: IDENTIFICATION (SEP 2000)	32
5.15	PARTITIONS: GENERAL (SEP 2000)	32
5.16	PARTITIONS: PERMANENT (SEP 2000)	32
5.17	PARTITIONS: SUBDIVIDING (SEP 2000)	32
5.18	FLOOR COVERING AND PERIMETERS (SEP 2000)	32
5.19	CARPET: BROADLOOM (SEP 2000)	33
5.20	CARPET TILE (SEP 2000)	33
5.21	ACOUSTICAL REQUIREMENTS (SEP 2000)	34
5.22	WINDOW COVERINGS (SEP 2000)	34
5.23	BUILDING DIRECTORY (SEP 2000)	34
5.24	FLAG POLE (SEP 2000)	34
6.0	MECHANICAL, ELECTRICAL, PLUMBING	35
6.1	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)	35
6.2	ENERGY COST SAVINGS (SEP 2000)	35
6.3	DRINKING FOUNTAINS (SEP 2000)	35
6.4	TOILET ROOMS (SEP 2000)	35
6.5	TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)	35
6.6	JANITOR CLOSETS (SEP 2000)	36
6.7	HEATING AND AIR CONDITIONING (SEP 2000)	36
6.8	VENTILATION (SEP 2000) (NCR VARIATION (AUG 2002))	37
6.9	VENTILATION: TOILET ROOMS (DEC 1993)	37
6.10	ELECTRICAL: GENERAL (SEP 2000)	37
6.11	ELECTRICAL: DISTRIBUTION (SEP 2000)	37
6.12	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	38
6.13	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)	38
6.14	DATA DISTRIBUTION (SEP 2000)	38
6.15	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)	39
6.16	ELEVATORS (FEB 2007)	39
6.17	LIGHTING: INTERIOR AND PARKING (FEB 2007)	40
6.18	LIGHTING: INTERIOR AND PARKING (FEB 2007)	40
7.0	SERVICES, UTILITIES, MAINTENANCE	41
7.1	SERVICES, UTILITIES, MAINTENANCE: GENERAL (ncr variation (aug 2002))	41
7.2	NORMAL HOURS	41
7.3	OVERTIME USAGE (SEP 2000)	41
7.4	UTILITIES	41
7.5	BUILDING OPERATING PLAN	41
7.6	JANITORIAL SERVICES (SEP 2000)	41
7.7	SCHEDULE OF PERIODIC SERVICES (ncr variation (aug 2002))	42
7.8	LANDSCAPE MAINTENANCE	42
7.9	FLAG DISPLAY	42
7.10	MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)	42
8.0	SAFETY AND ENVIRONMENTAL MANAGEMENT	44
8.1	OCCUPANCY PERMIT (SEP 2000)	44
8.2	FIRE AND LIFE SAFETY (SEP 2003)	44
8.3	AUTOMATIC SPRINKLER SYSTEM ((NCR VARIATION) JUL 2004)	44
8.4	FIRE ALARM SYSTEMS ((NCR VARIATION) JUL 2004)	44
8.5	OSHA REQUIREMENTS (SEP 2000)	44
8.6	ASBESTOS (SEP 2000)	45
8.7	INDOOR AIR QUALITY (SEP 2000)	45
8.8	RADON IN AIR (SEP 2000)	45
8.9	RADON IN WATER (SEP 2000)	46
8.10	HAZARDOUS MATERIALS (OCT 1996)	46
8.11	RECYCLING (SEP 2000)	46
8.12	OCCUPANT EMERGENCY PLANS (NOV 2005)	46

(b) (6)

9.0	LEASE SECURITY STANDARDS.....	47
9.1	GENERAL REQUIREMENTS (NOV 2005)	47
9.2	DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)	47
9.3	ACCESS TO UTILITY AREAS (NOV 2005)	47
9.4	EMERGENCY POWER TO CRITICAL SYSTEMS (TENANT IMPROVEMENT) (NOV 2005)	47
9.5	MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)	47
9.6	ACCESS TO BUILDING INFORMATION (NOV 2005)	47
9.7	POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)	47
9.8	DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)	48
9.9	EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (BUILDING SHELL) (NOV 2005)	48
9.10	BUILDING SECURITY PLAN (NOV 2005)	48
9.11	ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)	48
9.12	BACKGROUND SECURITY CHECKS (NOV 2005)	48
9.13	ENTRY SECURITY: PUBLIC LOBBIES/ENTRANCES/EXITS (NOV 2005)	48
9.14	ENTRY SECURITY: SECURITY GUARDS (NOV 2005)	48
9.15	ENTRY SECURITY: X-RAY AND MAGNETOMETER AT PUBLIC ENTRANCES (NOV 2005)	49
9.16	ENTRY SECURITY: X-RAY SCREENING OF ALL MAIL, PACKAGES, AND SHIPMENTS (NOV 2005)	49
9.17	ENTRY SECURITY: TRUCK SHIPMENTS (NOV 2005)	49
9.18	ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (NOV 2005)	49
9.19	ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT) (NOV 2005)	49
9.20	ENTRY SECURITY: INTERCOM (TENANT IMPROVEMENT) (NOV 2005)	49
9.21	ENTRY SECURITY: ENTRY CONTROL WITH CCTV AND DOOR STRIKES (TENANT IMPROVEMENT) (NOV 2005)	49
9.22	OCCUPANT/VISITOR SCREENING: PHOTO IDENTIFICATION (NOV 2005)	49
9.23	OCCUPANT/VISITOR SCREENING: VISITOR CONTROL/SCREENING SYSTEM (NOV 2005)	49
9.24	SECURE HVAC: OUTDOOR AIR INTAKES (BUILDING SHELL) (NOV 2005)	49
9.25	SECURE HVAC: DEDICATED HVAC FOR LOBBIES, MAILROOMS, AND LOADING DOCKS (BUILDING SHELL) (NOV 2005)	50
9.26	SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)	50
9.27	SECURE HVAC: SECURE RETURN-AIR GRILLES (BUILDING SHELL) (NOV 2005)	50
9.28	PARKING SECURITY REQUIREMENTS (NOV 2005)	50
9.29	CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005)	51
9.30	CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (TENANT IMPROVEMENT) (NOV 2005)	51
9.31	SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)	51
9.32	TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)	51
10.0	SPECIAL REQUIREMENTS.....	52
10.1	SPECIAL REQUIREMENTS: 1	52
10.2	SPECIAL REQUIREMENTS: 2	52
10.3	SPECIAL REQUIREMENTS: 3	52
10.4	SPECIAL REQUIREMENTS: 4	52
10.5	SPECIAL REQUIREMENTS: 5	52

(b) (6)

1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

- A. The General Services Administration (GSA) is interested in leasing approximately _____ rentable square feet of space. The rentable space shall yield a minimum of _____ ANSI/BOMA Office Area (previously Usable) square feet to a maximum of _____ ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO).
- B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.
- C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
1. narrow column spacing;
 2. atriums, light wells, or other areas interrupting contiguous spaces;
 3. extremely long, narrow runs of space;
 4. irregular space configurations; or
 5. other unusual building features.
 6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.
- D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

1.2 AREA OF CONSIDERATION (JUL 2005)

All properties that are offered to the Government in conjunction with this requirement must be located within the following areas:

The boundaries of the Central Employment Area (CEA) and portions of the North of Massachusetts Avenue (NOMA) sub-area located outside of the CEA are as follows: Beginning at Dupont Circle, southeast along Massachusetts Avenue, NW, to 9th Street, NW, north along 9th Street, NW, to N Street, NW, east along N Street, NW, to 7th Street, NW, south along 7th Street, NW, to New York Avenue, NW, east along New York Avenue, NW to 5th Street, NW, south along 5th Street, NW to K Street, NW, east along K Street, NW to 3rd Street, NW, south along 3rd Street, NW to Massachusetts Avenue, east along Massachusetts Avenue, NW, to H Street, NW, east along H Street, NW to North Capitol Street, north along North Capitol Street to Q Street, NE, east on Q Street, NE to Eckington Place, NE, northeast on Eckington Place, NE to R Street, NE, east on R Street, NE to 3rd Street, NE, north on 3rd Street, NE to T Street, NE, east on T Street, NE, to the railroad, southwest along the railroad to New York Avenue, NE, northeast on New York Avenue, NE to Penn Street, NE, southeast on Penn Street, NE to 6th Street, NE, southwest on 6th Street, NE to Florida Avenue, NE, northwest on Florida Avenue, NE to 4th Street, NE, south on 4th Street, NE to M Street, NE, west on M Street, NE to 3rd Street, NE, south on 3rd Street, NE to K Street, NE, and west on K Street, NE to 2nd Street, NE, south along 2nd Street, NE, to the northeast corner of lot 855, square 725, west along the northern boundary of lot 855 to the northwest corner of lot 855, south along the westerly boundary of lot 855 to Constitution Avenue, NE, west along Constitution Avenue, NE, to 1st Street, NE, south on 1st Street, NW, to Maryland Avenue, NE, east on Maryland Avenue, NE, to 2nd Street, NE, south on 2nd Street, NE, and 2nd Street, SE, to C Street, SE, west on C Street, SE, to New Jersey Avenue, SE, south on New Jersey Avenue, SE, to D Street, SE, to New Jersey Avenue, SE, south on New Jersey Avenue, SE, to the Southeast Freeway, east on the Southeast Freeway to 2nd Street, SE, south along 2nd Street, SE, to M Street, SE, and east along M Street, SE, to the 11th Street Freeway on the east; south on the 11th Street Freeway to the northbound 11th Street, SE, bridge, south along this bridge to 13th Street, SE, south along 13th Street, SE, to Good Hope Road, SE, west along the rear property lines of properties fronting on the south side of Good Hope Road, SE to Martin Luther King, Jr. Avenue, SE, south along the rear property lines of properties fronting on the east side of Martin Luther King, Jr. Avenue, SE to Chicago Street, SE, west along the rear property lines of properties fronting on the north side of Chicago Street, SE to the Baltimore and Ohio Railroad right-of-way, south along the Baltimore and Ohio Railroad right of way to the rear property line of property fronting on Howard Rd., SE, east along the rear property line of property fronting on Howard Road, SE to the rear property lines of properties fronting on the north side of Shannon Place, SE to Chicago Street, SE, east along Chicago Street, SE to Martin Luther King, Jr. Avenue, SE, south along the rear property lines of properties fronting on the east side of Martin Luther King Jr. Avenue, SE to Howard Road, SE, west along Howard Road, SE to Firth Sterling Avenue, SE, south along Firth Sterling Avenue, SE to South Capitol Street, north along South Capitol Street and the Frederick Douglass Memorial Bridge to the west bank of the Anacostia River, southwest along the west bank of the Anacostia River to 2nd Street, SW, north along 2nd Street, SW to Potomac Avenue, SW, northeast along Potomac Avenue, SW to South Capitol Street, north along South Capitol Street to the Southwest Freeway, west along the Southwest Freeway to 9th Street, SW, south along the east side of 9th Street, SW to where it intersects with the eastern property line of Lot 53 in Square 414, continuing south to Maine Avenue SW to the

(b) (6)

Southwest Freeway, west along the Southwest Freeway to 14th Street, SW, north along 14th Street, SW, and 14th Street, NW, to Constitution Avenue, NW, and west along Constitution Avenue, NW, to Route 50 Expressway on the south; north on the Route 50 Expressway to the E Street Expressway and E Street, NW, east on the E Street Expressway, and E Street, NW, to 19th Street, NW to F Street, NW, west on F Street, NW, to 20th Street, NW to Pennsylvania Avenue, NW, west along Pennsylvania Avenue, NW, 21st Street, NW, north along 21st Street, NW, to M Street, NW, east along M Street, NW, to 20th Street, NW, to New Hampshire Avenue, NW, and northeast along New Hampshire Avenue, NW, to Dupont Circle on the west.

In addition to the above, the following adjacent area in Southwest is hereby included in addition to the established CEA as delineated below:

Eye Street, SW on the North, 3rd Street, SW on the East, M Street, SW on the South and 6th Street, SW on the West.

1.3 LOCATION: INSIDE OR OUTSIDE CITY CENTER (NCR AAP VARIATION (JUNE 2006))

A. CITY CENTER NEIGHBORHOOD:

1. Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.
2. **Parking.**
 - a. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every _____ rentable square feet of Government-demised area.
3. **Location Amenities.**
 - a. A variety of inexpensive fast food and moderately priced sit-down cafeteria or table service restaurants must be located within 2,500 walkable linear feet; and a variety of other employee services such as retail shops, cleaners, banks, etc., must be located within 2,500 walkable linear feet. To meet this requirement, amenities must be existing or the offeror must demonstrate to the reasonable satisfaction of the Government (i.e. through evidence of signed leases, construction contracts, etc.) that such amenities will exist by the Government's required occupancy date.

B. OUTSIDE OF CITY CENTER NEIGHBORHOOD:

1. Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere or 2) on an attractively-landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well-maintained and in consonance with a professional image.
2. **Parking.**
 - a. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every _____ rentable square feet of Government-demised area.
3. **Location Amenities.**
 - a. Adequate eating facilities shall be located within _____. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within _____.

1.4 LOCATION: CITY CENTER (NCR AAP VARIATION (JUNE 2006))

A. NEIGHBORHOOD:

1. Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.

B. PARKING:

1. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every _____ rentable square feet of Government-demised area.

C. LOCATION AMENITIES:

- a. A variety of inexpensive fast food and moderately priced sit-down cafeteria or table service restaurants must be located within 2,500 walkable linear feet; and a variety of other employee services such as retail shops, cleaners, banks, etc., must be located within 2,500 walkable linear feet. To meet this requirement, amenities must be existing or the offeror must demonstrate to the reasonable satisfaction of the Government (i.e. through evidence of signed leases, construction contracts, etc.) that such amenities will exist by the Government's required occupancy date.

1.5 LOCATION: OUTSIDE CITY CENTER (SEP 2000)

A. NEIGHBORHOOD:

1. Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere or 2) on an attractively-landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well-maintained and in consonance with a professional image.

B. PARKING:

1. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every _____ rentable square feet of Government-demised area.

(b) (6)

C. LOCATION AMENITIES:

- a. Adequate eating facilities shall be located within _____. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within _____.

1.6 **LEASE TERM (NCR AAP VARIATION (AUG 2002))**

A. Office and Related Space

- (1) Offerors shall submit price proposals for:
- (i) A five (5) year firm term.
 - (ii) A five (5) year firm term with a five (5) year renewal option, such option to be exercised at the Government's discretion at least 180 days prior to the expiration date of the initial 5-year lease. If an option is not offered, it may limit the offeror's opportunity for award.
 - (iii) A ten (10) year firm term.
- (2) Offerors with existing Government leases expiring prior to _____, shall submit lease rates for an entirely new lease term (succeeding lease). Lessors of Government leases being competed will be notified and specifically invited in writing to provide an offer. Such Lessors are requested to also submit rental rates for a one-year extension and a two-year extension for space "as-is." All other competitive requirements must be met.
- (3) The Government, at its sole discretion, retains the right to choose the lease term, among those offered under this solicitation, for purposes of price evaluation and lease award. The Government also retains the right to combine multiple space requirements into a single, consolidated lease.
- (4) All the terms and conditions contained herein shall prevail throughout the firm and renewal option periods.

A. Parking:

- (1) Offerors shall submit price proposals for reserved parking with termination rights upon 60 days notice.
- (2) Offerors shall submit price proposals for non-reserved parking with termination rights upon 60 days notice.
- (3) Offerors are requested to provide, if available, an option to lease the entire parking garage for security purposes. Such availability shall be noted on the Attachment to the Form 1364 - "Proposal to Lease Space." This is not a mandatory requirement. However, if a particular agency space need necessitates such a requirement, an offeror's proposal will be eliminated from consideration if it cannot satisfy this need. The parking would be leased in its entirety with all appurtenant areas such as entrance and egress, loading docks and dumpster areas. This area would be leased, secured and controlled by the Government. Security may include guard stations, security devices and closed circuit television, as deemed necessary to ensure access control. Additionally, the tenant agency may reserve the right to install security equipment at the loading dock to screen all non-governmental deliveries into the building. Price proposals for lease of the entire garages shall remain valid for six months after lease award.

1.7 **OFFER DUE DATE (NCR AAP VARIATION (AUG 2002))**

- A. Initial offers are due by _____.
- B. Offers are to remain open until either an Offeror withdraws an offer or until this procurement is replaced with a new Advanced Acquisition procurement.

1.8 **OCCUPANCY DATE (NCR AAP VARIATION (AUG 2002))**

Space must be ready for tenant improvements and subsequent occupancy in accordance with the "Construction Schedule of Tenant Improvements" Paragraph, Attachment #2 - "Construction Schedule," and the ANSI/BOMA Office Area Square Feet required for each requirement.

Offerors with a building "to be built" or "renovated" must specify on the GSA Form 1364 the date, or number of days after lease execution, that the building will be ready for commencement of the tenant improvements schedule noted in Attachment #2 - "Construction Schedule" relating to the project size. All improvements in the base building, lobbies, common areas, and core areas shall be provided and completed by the Lessor, at the Lessor's expense, prior to the Government occupancy and rent commencement. Proof of Offeror's ability to meet the schedule may be required. The Government reserves the right to determine the ability of an Offeror to meet the construction schedule.

1.9 HOW TO OFFER (NCR AAAP VARIATION (MAR 2007))

- A. Offers may only be submitted electronically to the Contracting Officer using the Automated Advanced Acquisition Program (AAAP) website located at <http://aaap.ncr.gsa.gov>. The AAAP will enable offerors to electronically offer building space for lease to the Federal Government. The offer submission process is completely web-enabled, allowing all registered participants to submit and update offers to lease space to the Federal Government within specified timeframes, in response to a Solicitation for Offers (SFO). To be considered, offers must be submitted no later than 11:59 PM of the offer due date.
- B. The following documents, properly executed, shall be submitted online in electronic format (e.g., scanned document, CAD format, etc.) using the AAAP application as described below :
1. Attachment #4 - Fire Protection and Life Safety Evaluation. Offerors submitting proposals to lease space currently under lease by GSA must submit this attachment no later than the initial offer due date. Offerors submitting proposals to lease space not currently under lease by GSA are encouraged, but not required, to submit this attachment no later than the initial offer due date. If such an offeror elects not to submit this attachment as part of its initial offer, and is subsequently identified as the apparent successful offeror for a space requirement to be satisfied under this solicitation, submission of this attachment shall be a condition of lease award. In such a case, the offeror will be responsible for correcting, prior to the Government's acceptance and occupancy of space and at the offeror's sole cost and expense, any fire protection and life safety deficiencies identified by the Government.
 2. By the offer due date, CAD files which contain as-built floor plans for each floor indicating the spaces that are initially being offered to the Government, and/or any existing Government leased space. All architectural features of the space must be accurately shown. Space not offered shall be crosshatched and noted accordingly. The CAD files must identify the space offered with architectural features as described in Subparagraph 1.1(c) under "Amount and Type of Space."
 - a. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within 10 business days.
 - b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single tenant) floor and/or partial (multi tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
 - c. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.
 3. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may

have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

- C. Upon request by the Government, the Offeror must submit the following documents (in paper format or by fax machine) prior to lease award:
1. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate for overtime use of heating and cooling is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates. If the Government identifies a requirement for overtime heating and cooling, the annual cost of overtime heating and cooling, per ANSI/BOMA Office Area square foot, will be discounted annually at 5 percent, in accordance with the SFO paragraph, entitled "Price Evaluation."
 2. The offeror must submit a written certification from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Building*.
- D. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.
- E. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.
- F. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:
1. Rate structure required from subparagraph B shall include the following:
 - a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO. Each Offeror must specify on GSA Form 1364 (or Attachment thereto) and/or Solicitation Attachment #1- "Rate Structure," as applicable; the floor and location of the space offered and the date when space is available for start of tenant improvements.
 - b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA

Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.

- c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.
- d. The annual amortized cost of the Tenant Improvements Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. The Tenant Improvements Allowance is stated in the Tenant Improvements Included in Offer paragraph elsewhere in this solicitation. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Improvements Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
- e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.
 - (i) Offerors may submit multiple proposals of space at different prices with the intent that, should the Government make an award, the fully responsive lower-priced proposal would be awarded before the fully responsive higher priced proposals.
 - (ii) Offerors may submit a single proposal of space at a constant price per square foot or at a varied rate, which includes quantity discounts for different quantities of space. Quantity discounts shall be cumulative based on any leases executed under this solicitation. The date(s) of occupancy and rates of all leases under this solicitation shall be adjusted accordingly.
- f. A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. Offers with existing Government leases should submit succeeding lease rates for a five-year firm term, a five-year term with a five-year renewal option, and a ten-year term for the existing occupied Government space including a percentage rate for tenant improvements up to (b) (4) A Office Area Square Foot above the existing space conditions.
- g. The offeror's proposal shall include the Offeror providing re-painting after normal working hours at the beginning of the five-year renewal option if a five-year firm term with a five-year renewal option is offered or at the beginning of the sixth year of a ten-year firm term. The Offeror shall provide new paint with the equivalent of that referred to in the "Painting: Tenant Improvements" paragraph in the ARCHITECTURAL FINISHES section of the SFO. During painting, the building's mechanical system shall be operated continuously with no additional cost to the Government. The schedule for performing tenant improvements shall be consistent with Attachment #2 "Construction Schedule." The Offeror shall also be responsible for moving and providing boxes for all Government furnishings, employee belongings, and equipment except as described below:
 - (i) Systems furniture - The Government tenant shall pay the cost to disconnect electric, disassemble, reassemble and reconnect.
 - (ii) Computer Equipment - The Government tenant shall pay the cost to disconnect, disassemble, move and replace, reassemble and reconnect.

(iii) Telecommunications Equipment - The Government tenant shall pay the cost to disconnect, disassemble, reassemble, and reconnect.

(iv) Unique (i.e. requiring special handling), excessively heavy (e.g. safes, Lectrivers), oversized equipment and furnishings - The Government shall pay the cost to move the equipment and furnishings. The Government will identify those items unique to each requirement.

1.10 BUILDING SHELL REQUIREMENTS (AAP VARIATION (FEB 2007))

A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall include the following:

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.
2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.
3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting.* Parabolic type 2'-0" wide x 2'-0" high fluorescent lighting fixtures (or other building standard fixtures) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.

13. *Architectural/Engineering Design.* All architectural and engineering costs associated with the building shell requirements shall be included in the building shell rate.
14. *Demolition.* Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.
15. Any alterations necessary for the building shell to meet the SFO requirements shall be included in the building shell rate.
16. All of the above improvements are described in more detail hereinafter in this SFO.

1.11 PLANS WITH OFFER (SEP 2000)

All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or, if approved by the Contracting Officer, on CD-ROM. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.

1.12 BROKER COMMISSION AND COMMISSION CREDIT (NCR AAP VARIATION (JUL 2006))

- A. For the purposes of this SFO, a National Broker Contractor (the Broker) will be the authorized real estate broker representing GSA. A GSA Contracting Officer must review, approve, and execute the Lease. The government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Lessor agrees that if the Lessor is paying a commission or fee in connection with this lease transaction to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Lessor will pay a commission to the Broker that it normally would be entitled to pursuant to local business practices, as evidenced through a brokerage agreement between the Lessor and the Broker. The commission will be based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that the commission to be paid to the Broker shall be paid not later than the Lease Commencement date as defined in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO. As part of the offer, the offeror shall disclose any and all commissions and/or fees to be paid by the Lessor including both the Lessor's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker.

Paragraphs B & C are not applicable to expedited lease transactions as defined by the National Broker Contract.

- B. For the benefit of the Government, the Broker has agreed to forego a portion of the commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.
- C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the "Price Evaluation" paragraph in the SUMMARY section of this SFO. The amount of the commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

1.13 NEGOTIATIONS (NCR AAP VARIATION (OCT 2005))

- A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA or its designated representative will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

1.14 PRICE EVALUATION (PRESENT VALUE) (NCR AAP VARIATION (DEC 2006))

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the

"base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.

- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. If the offer includes annual adjustments in operating expenses, the operating expense base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 2. Free rent will be evaluated in the year in which it is offered. For new leases, free rent is the number of months without any payment of base rent, operating expenses, or amortization of (b) (4) of initial term Tenant Improvements plus construction markups. For succeeding leases, free rent is the number of months without any payment of base rent, operating expenses, or amortization of (b) (4) plus construction markups excluding architectural and engineering fees for recarpeting. The gross annual per square foot price is adjusted to reflect free rent.
 3. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
 4. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
 5. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

- c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
 - d. The annual cost of overtime heating and cooling, per ANSI/BOMA Office Area square foot, discounted annually at 5 percent. The cost of overtime heating and cooling will be determined by multiplying the rate submitted by the Offeror by the Government's projected use per year with the result converted to a price per ANSI/BOMA Office Area square foot. The actual amount of overtime hours used during the year may differ from the projected use. The Government will make a lump sum payment for only the actual number of overtime hours used during the year.
6. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.
7. For purposes of evaluation, the Government, at its sole discretion, retains the right to:
- a. Decide what portion of the estimated tenant improvement allowance is used for price evaluation purposes and lease award;
 - b. Choose the length of lease term(s) to be evaluated for purposes of award;
 - c. Determine whether or not to evaluate overtime heating and cooling costs and, if evaluating overtime heating and cooling costs, choose the number of hours for overtime heating and cooling to be evaluated for price evaluation purposes.

1.15 HISTORIC PREFERENCE (SEPT. 2004)

- A. The Government will give preference to offers of space in historic properties following this hierarchy of consideration:
- (1) Historic properties within historic districts.
 - (2) Non-historic developed and nonhistoric undeveloped sites within historic districts.
 - (3) Historic properties outside of historic districts.
- B. Definitions.
- (1) Determination of eligibility means a decision by the Department of the Interior that a district, site, building, structure or object meets the National Register criteria for evaluation although the property is not formally listed in the National Register (36 CFR 60.3(c)).
 - (2) Historic district means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The historic district must be included in or be determined eligible for inclusion in the National Register of Historic Places.
 - (3) Historic property means any prehistoric or historic district, site, building, structure, or object included in or been determined eligible for inclusion in the National Register of Historic Places maintained by the Secretary of the Interior (36 CFR 800.16(l)).
 - (4) National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).
- C. The offer of space must meet the terms and conditions of this solicitation. The Contracting Officer has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation to maintain the historical integrity of an historic building, such as high ceilings and wooden floors, or to maintain the integrity of an historic district, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.
- D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:
- (1) First to suitable historic properties within historic districts, a 10 percent price preference.
 - (2) If no suitable historic property within an historic district is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable nonhistoric developed or undeveloped sites within historic districts.
 - (3) If no suitable non-historic developed or undeveloped site within an historic district is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.

- (4) Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.
- E. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:
- (1) First to suitable historic properties within historic districts, a 10 percent price preference.
 - (2) If no suitable historic property within a historic district is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable nonhistoric developed or undeveloped sites within historic districts.
 - (3) If no suitable non-historic developed or undeveloped site within an historic district is offered or remains in the competition, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.
 - (4) Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.
- F. The Government will compute price evaluation preferences by reducing the price(s) of the offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a contract in the amount of the actual price(s) proposed by the successful offeror and accepted by the Government.
- G. To qualify for a price evaluation preference, offerors must provide satisfactory documentation in their offer that their property qualifies as one of the following:
- (1) An historic property within an historic district.
 - (2) A non-historic developed or undeveloped site within an historic district.
 - (3) An historic property outside of an historic district.

1.16 AWARD (JAN 1997)

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
 2. required clauses,
 3. required certifications and representations,
 4. the pertinent provisions of the offer, and
 5. the pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.17 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described in subparagraphs B and C.
- B. For those buildings or additions to buildings described in subparagraph A, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this SFO) edition of the International Conference of Building Officials' (ICBO) *Uniform Building Code* (UBC), the Building Officials and Code Administrators (BOCA) *National Building Code*, or the Southern Building Code Congress International (SBCCI) *Standard Building Code*.
- C. All design and engineering documents, including structural engineering calculations, shall be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.18 LABOR STANDARDS (AUG 2003)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant buildout) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.arnet.gov/far/>

52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-6	Davis-Bacon Act
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination-Debarment
52.222-13	Compliance with Davis-Bacon and Related Act Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility

1.19 SECURITY FOR NEW CONSTRUCTION (NOV 2005)

- A. The requirements of this SFO can only be satisfied through the construction of a new building that fully complies with the lease security standards as described in this SFO and its attachments.
- B. For those buildings described in subparagraph A, the Offeror shall provide a written certification from a licensed professional engineer that the building(s) conforms with a minimum of:
1. Window glazing, with a performance condition as specified in this SFO, as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.
 2. Facade protection level, with a performance condition as specified in this SFO, as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.
 3. Setback distance, as specified in this SFO, from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). This means the distance from the building to the curb or other boundary protected by bollards, planters or other street furniture. Such potential points of explosion may be, but are not limited to, such areas that could be accessible by any motorized vehicle (i.e., street, alley, sidewalk, driveway, parking lot).
 4. Lobbies, mailrooms, and loading docks shall not share a return-air system with the remaining areas of the building. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC shall be required for mailrooms only when the Government specifically requires a centrally operated mailroom. On buildings of more than four stories, air intakes shall be located on the fourth floor or higher. On buildings of three stories or less, air intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location.
- C. The Offeror shall provide a Pre-Lease Building Security Plan (BSP) with its offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.
- D. The Offeror shall provide the Government with all design and engineering documents, including structural engineering calculations.
- E. Offers must include an itemized estimate for the costs of each security item identified as "shell" in Section 9, "Lease Security Standards," and for any security item in Section 10, "Special Requirements," below.

(b) (6)

2.0 AWARD FACTORS

2.1 SEISMIC SAFETY (FEB 2007)

- A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received which fully meet seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.
- B. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:
1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, shall be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
 2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)			
BUILDING TYPE ¹	Model Building Seismic Design Provisions		
	BOCA ^{1s}	SBCCI ^{1s}	UBC ^{1s}
Wood Frame, Wood Shear Panels (Type W1 and W2) ²	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 ⁴
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) ³	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) ⁵	*	*	1991 ⁶
Unreinforced Masonry (Type URMA)	*	*	*

¹ Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.

² Buildings on hillside sites shall not be considered Benchmark Buildings.

³ Flat Slab Buildings shall not be considered Benchmark Buildings.

⁴ Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.

⁵ URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.

⁶ Refers to the UBCB Section of the UBC.

^{1s} Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.

* No Benchmark year; building shall be evaluated using FEMA-310.

** Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.

SBCCI Southern Building Code Congress International, *Standard Building Code*.

UBC International Conference of Building Officials, *Uniform Building Code*.

3. Section 1.3.2, Leased Buildings, shall be revised as follows:

- a. Buildings leased by the federal Government are exempt from these standards if both of the following apply:

i. The leased space is less than 10,000 square feet AND

ii. The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, S_s , is less than 0.167 gravity (g), or for which the design one-second period response acceleration, S_1 , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.

4. FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.
5. NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

(b) (6)

- C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

2.2 AWARD BASED ON PRICE (NCR AAP VARIATION (AUG 2002))

A. Lease award will be made to the responsible offeror who has submitted the lowest priced offer as determined by price evaluation (refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO); historical preference (refer to the "Historic Preference" paragraph in the SUMMARY section of this SFO); and meets all the requirements of this solicitation.

- B. The Government reserves the right to make multiple lease awards.
- C. The Government reserves the right to choose between the different terms offered when making its award determinations.

(b) (6)

3.0 MISCELLANEOUS

3.1 TENANT IMPROVEMENTS INCLUDED IN OFFER (AAP VARIATION (MAR 2007))

- A. The Tenant Improvements allowance is (b) (4) Office Area square foot for ranking purposes. The Government shall have the right to amortize up to \$52.00/BOASF in tenant improvements. The Tenant Improvements Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.
- B. The Tenant Improvements Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

3.2 TENANT IMPROVEMENT RENTAL ADJUSTMENT (MAR 2007)

All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvements Allowance. The Government may use all or part of the Tenant Improvements Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvements Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvements Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvements Allowance, the payment of the Tenant Improvements Allowance by the Government will result in a decrease in the rent.
3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvements requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

3.3 TENANT IMPROVEMENTS PRICING REQUIREMENTS (NCR AAP VARIATION (MAR 2007))

- A. Under the provisions of FAR Subpart 15.4, the Lessor must submit information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism in conjunction with the Tenant Improvements.
- B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:
1. The Lessor shall submit to the Government a proposal for overhead, profit, and architectural-engineering fees, permits, and regulatory fees for all Tenant Improvements.
 2. The Tenant Improvements scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
 3. No building shell items shall be included in the pricing for the Tenant Improvements.
 4. Each proposal shall be 1) submitted in the attached 21 Division Tenant Improvements Cost Summary (TICS) table by the proposed General Contractors (or subcontractors) and 2) reviewed by the Government. The General Contractors shall submit the supporting bids from the major subcontractors. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
 5. A minimum of three qualified general contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the general contractors, a minimum of three qualified subcontractors from each trade of the attached 21 Division TICS table shall be invited to participate in the competitive proposal process.

6. The Government reserves the right to be represented at all negotiation sessions between the Lessor and potential contractors.
7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
8. The Lessor shall complete the competition and the cost proposal process in the time frame specified in the Construction Schedule of Tenant Improvements paragraph in this section.
9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.
10. The Lessor shall complete the work within the time frame requirements illustrated in the Construction Schedule of Tenant Improvements paragraph in this section.

3.4 SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS (MAR 2007)

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form when specifically authorized to do so by the Contracting Officer. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.5 TAX ADJUSTMENT (NCR AAP VARIATION (APR 2007))

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are the real estate taxes for the first 12-month period of the lease term coincident with full assessment.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
 1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not

(b) (6)

include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.

2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is _____ percent based upon an occupancy of _____ rentable square feet in a building of _____ rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are _____.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.6 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.7 OPERATING COSTS (NCR VARIATION (NOV 2001))

- (A) Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water and sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base operating cost adjustments. The agreed-upon initial operating costs shall be stated on the SF-2 or other lease document.
- (B) The amount of adjustment will be determined by multiplying the base operating costs by the percent change in the revised Consumer Price Index (CPI) for wage earners and clerical workers, U.S. City average, all items figure, (1982-1984 = 100) published by the Bureau of Labor Statistics, U.S. Department of Labor.
- (C) The first percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month before the anniversary date of the lease. For example, a lease commencing in June of 2001 would use the index published for May of 2001 and that figure would be compared with the index published for May of 2002 to determine the percent change.
- (D) Each successive adjustment shall use the percent difference between the prior year index figure and the current year index figure for the month before the next anniversary date of the lease. In the example used, the second adjustment would compare the CPI for May of 2002 with that of May of 2003 to determine the percent change. The percent change shall be applied to the **escalated** operating costs from the previous year. For example, if the initial operating costs were (b) (4) and the initial adjustment calculated under paragraph (C) (b) (4) then the operating costs to be used for the second adjustment calculation would be (b) (4).
- (E) Payment will be by permanently adding 1/12 of the adjustment to the monthly installment of fixed rent. Rental adjustments will be **effective** on the anniversary date of the lease. Payment of the adjusted rental rate will become **due** (for purposes of any interest due) on the first workday of the second month following the publication of the CPI for the month prior to the anniversary date (adjustment effective date).
- (F) If the Government exercises an option to renew the lease term, annual adjustments will continue in the manner described above.
- (G) Change in base operating costs.

(b) (6)

- (i) If a change in the operating costs occurs for such things as commencement of daytime cleaning or expansion of space (where the expansion space is rented at the same rate as the original space), annual adjustments shall be calculated separately on the increase/decrease in operating costs. However, such adjustment shall be effective only after the increased costs have been in effect for at least one year. **Therefore, for expansions not occurring on the anniversary date of the lease, the adjustment shall be due and payable on the anniversary date of the lease following the first anniversary date of the expansion.** The first rent adjustment for the increase in base operating costs shall be calculated by comparing the CPI for the month before the effective date of the change in base operating costs (such as the expansion effective date) with the CPI for the month before the lease anniversary date. For subsequent adjustments, the increase in the base operating costs shall be added to the other escalated base operating costs and only one calculation shall be made.
- (ii) In cases where an expansion of leased space occurs and the expansion space is rented at a different rate than the original space, the base operating costs shall be reestablished in the Supplemental Lease Agreement to take the additional space. The new base operating costs shall be a prorated blend of the escalated original base operating costs and the base operating costs for the new space from the GSA Form 1217 for the new space. The CPI's shall continue to be determined as specified in paragraph (D) above, and operating cost rental adjustments shall continue to be made on the anniversary date of the lease.
- (H) In the event of a decrease in the CPI during the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reduction will be determined in the same manner as increases in the rent provided under this clause.
- (I) The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

3.8 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

3.9 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3.10 ANSI/BOMA OFFICE AREA SQUARE FEET (NCR VARIATION (AUG 2002))

- A. For the purposes of this SFO, the Government uses a variation of the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." Offers should be based on ANSI/BOMA multi-tenant usable.
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present. For purposes of this solicitation, floor common area, including rest rooms, janitors closets, telephone and electrical closets, mechanical rooms, elevator lobbies, and public or fire safety egress corridors are not included.

3.11 COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

3.12 APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.13 LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of _____ for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

(b) (6)

3.14 VENDING FACILITIES (NCR AAP VARIATION (AUG 2002))

- A. In buildings with greater than 15,000 ANSI/BOMA Office Area space or more than 100 Federal Employees, approximately square feet of the ANSI/BOMA Office Area space in the "Amount and Type of Space" paragraph of the SUMMARY section of this SFO will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.
- B. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist.

3.15 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

3.16 RELOCATION ASSISTANCE ACT (MAR 2002)

- A. If an Offeror proposes an improved site and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and the implementing regulations at 49 CFR Part 24.
- B. Offerors shall incorporate the cost of such assistance into their shell rental rate.
- C. The successful Offeror shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the successful Offeror must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past. Depending upon the complexity of the relocation project, Offerors may be required to provide a relocation plan with final proposal revisions.

3.17 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
2. The name of the proposed construction contractor, as well as evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
5. Evidence of ownership or control of site.

B. AFTER AWARD:

Within _____ days after award, the successful Offeror shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. Award of a construction contract for Tenant Improvements with a firm completion date.
3. Issuance of a building permit covering construction of the improvements.

3.18 CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (AAP VARIATION (MAR 2007))

A. Schedule:

The schedule in Attachment #2 and #3 is based upon the design of a standard tenant build out which costs up to \$20.00 per BOMA Office Usable Square Foot ("Standard Build-Out"). The Government will be responsible for the design costs of any tenant improvements.

B. Delay:

Delays by the county in issuance of a building permit after Lessor has applied for a permit with all due diligence and delays by city inspectors in completing inspections necessary to issue the Certificate of Occupancy for the building will be considered excusable delay. Owner agrees to provide the Government a copy of the application for the permit. Delays caused by the failure of Lessor to receive long-lead items requested by the Government shall be considered excusable delay provided that the Lessor has

ordered such items in a timely manner. Lessor, if requested by the Government, must provide necessary documentation related to purchase of long-lead items.

C. Rent Commencement:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in Solicitation Attachment #2 - "Construction Schedule."

D. Lease Commencement:

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space, if different from the date previously established in the lease. In any case, the lease commencement date shall not be prior to the rent commencement date.

E. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:

_____ days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have _____ working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517, General Clauses). Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.

2. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Lessor shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

3.19 PROGRESS REPORTS (SEP 2000)

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of _____ days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

3.20 CONSTRUCTION INSPECTIONS

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

3.21 REQUIRED PROOF OF AUTHORITY (NCR VARIATION (AUG 2002))

As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the lease:

- A. General Partnership – Copy of Partnership Agreement
- B. Limited Partnership – Copy of Partnership Agreement or copy of current Certificate of Limited Partnership
- C. Corporation – Corporate Resolution certified by the Secretary of the Corporation or an Informal Action signed by the Board of Directors. The Resolution or Informal Action must approve the lease and indicate who has authority to sign for the corporation.
- D. Joint Venture – Copy of Joint Venture Agreement
- E. Company – Copy of formation document indicating who can bind the company

3.22 BUSINESS IMPROVEMENT DISTRICTS (B.I.D.) (NCR VARIATION (AUG 2002))

- A. For purposes of this solicitation:
- (1) "BID" means a Business Improvement District, Special Improvement District, or other specifically defined geographical area within a taxing jurisdiction, organized and registered pursuant to enabling legislation promulgated by a State or local government, within which properties are assessed, charged or taxed solely by virtue of their location within the given area and in support of services or projects located solely within the area.
- (2) "Building" means the building(s) within which space is provided to the Government under the Lease, together with the land upon which the building is located.

- (3) "Lessor's BID Assessment" means charges, assessments or taxes levied against Lessor and/or a Building, expressed as a fixed sum per Building, solely by virtue of the Building being located within a BID.
- B. The Government agrees, when applicable, to make a single annual lump sum payment to the Lessor for its share of increases in Lessor's BID Assessment over the base year. For purposes of this clause, the base year amount of Lessor's BID Assessment will be determined as the amount in the calendar year in which lease commences.
- C. The Government's share of increases in Lessor's BID Assessment shall be based upon the ratio of the ANSI/BOMA Office Area square feet occupied by the Government to the total ANSI/BOMA Office Area square feet of office and retail space in the Building (percentage of occupancy). Square footage related to parking will not be included in determining the Government's percentage of occupancy. At the Contracting Officer's sole discretion, the Government may pay its share of increases in Lessor's BID Assessment based upon the ratio of the assessed value of the space leased by the Government to the total assessed value of the Building. For purposes of this clause, the Government's percentage of occupancy is stated in the clause of this lease entitled "Tax Adjustment".
- D. The Lessor shall furnish the Government with copies of all bills reflecting Lessor's BID Assessment and evidence of payment of such Lessor's BID Assessment by the Lessor. Evidence of payment must be submitted to the Government within 60 calendar days of the date that payment is due. Failure by Lessor to submit evidence of payment as provided in this paragraph shall act as a waiver of Lessor's right to receive payment under this clause

(b) (6)

4.0 GENERAL ARCHITECTURE

4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (NCR VARIATION (AUG 2002))

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

4.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

- A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
1. ceiling grid and tile;
 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 3. duct work and HVAC equipment;
 4. wiring and electrical equipment;
 5. aluminum and/or steel doors and frames;
 6. hardware;
 7. drywall;
 8. steel studs;
 9. carpet, carpet backing, and carpet padding;
 10. wood;
 11. insulation;
 12. cardboard packaging;
 13. pallets;
 14. windows and glazing materials;
 15. all miscellaneous metals (as in steel support frames for filing equipment); and
 16. all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

4.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

4.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

4.5 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.6 BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.7 SPACE EFFICIENCY (SEP 2000)

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

4.8 CAD AS-BUILT FLOOR PLANS (NCR VARIATION (AUG 2002))

- A. Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer at Lessor's cost and the Government shall be entitled to a thirty (30) day inspection period within which to evaluate the quality of the plans. In the event it is determined within the thirty (30) day inspection period that the plans are defective, the Lessor shall provide another set of plans to replace the defective set. After acceptance of the plans, any additional plans will be at the cost of the Government. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number and conform to "PBS Standards for CAD Deliverables" (OCT 2001) which are available by request or on the web at http://www.gsa.gov/attachments/GSA_POLICIES/extpol/CADdeliverables_6.pdf. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.
- B. The Lessor shall be responsible to maintain CAD as-built floor plans at the tenant's expense with each improvement project, which occurs in the Government's space during occupancy. At the time of each update, the Lessor will be responsible to validate

(b) (6)

all measurements and construction features of the space. In the event that the tenant has made buildout improvements to the space without the Lessor's knowledge or consent, the Government will be responsible for the fair and reasonable design fees to update the as-built drawings.

4.9 FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.10 EXITS AND ACCESS (SEP 1991)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

4.11 WINDOWS (NCR VARIATION (AUG 2002))

A. Office space must have "new" and modern, or "refurbished," windows acceptable to the Contracting Officer in each exterior bay. All windows shall be weather-tight. Air infiltration in exterior glazing systems must be no greater than .20 cfm/linear foot of sash perimeter, per ASTM E 783, at a static pressure of 6.24 psf. Windows shall have a fixed sash.

B. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

4.12 ACCESSIBILITY (FEB 2007)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

4.13 LANDSCAPING (SEP 2000)

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent pollution by:

1. employing practices which avoid or minimize the need for fertilizers and pesticides;
2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

D. The Contracting Officer shall approve the landscaping to be provided.

5.0 ARCHITECTURAL FINISHES

5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
1. the cost of the recommended product is unreasonable;
 2. inadequate competition exists;
 3. items are not available within a reasonable period of time; and
 4. items do not meet the SFO's performance standards.

5.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:
1. contain recycled material, are biobased, or have other positive environmental attributes;
 2. minimize the consumption of resources, energy, or water;
 3. prevent the creation of solid waste, air pollution, or water pollution; and
 4. promote the use of non-toxic substances and avoid toxic materials or processes.

5.3 LAYOUT, FINISHES, AND COLORBOARDS (NCR VARIATION (AUG 2002))

- A. All building finishes shall be for first class, modern space.
- B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of 7 color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within 10 working days of the request for such by the Contracting Officer. The color boards shall be approved by GSA prior to installation. No substitutes may be made by the Lessor after the color board is selected.
- C. Samples of the building's common area finishes (elevator lobbies, common corridors, rest rooms, etc.) may be required by the Government as a component of the Lessor's offer. Additionally, Lessor is required to submit samples (five sets) of all finishes to be used for the Government demised area on a coordinated finish board.

5.4 WOOD PRODUCTS (SEP 2000)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (www.fscus.org/) or the Certified Forest Products Council web site (www.certifiedwood.org/).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.certifiedwood.org/Resources/CITES/CITESContent.html.
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

5.5 ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

5.6 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.7 CEILINGS (SEP 2000)

- A. Ceilings shall be at least _____ feet, _____ inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
 - 1. *Restrooms.* Plaster or pointed and taped gypsum board.
 - 2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
 - 3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

5.8 WALL COVERINGS (SEP 2000)

A. BUILDING SHELL:

- 1. *Physical Requirements.*
 - a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
 - b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.
- 2. *Replacement.* All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

B. TENANT IMPROVEMENT INFORMATION:

- 1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
- 2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

5.9 PAINTING (SEP 2000)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.
4. If the Government desires cyclical repainting during the term of the lease, the cost will be borne by the Tenant Agency.

5.10 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

5.11 DOORS: SUITE ENTRY (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish.

5.12 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.13 DOORS: HARDWARE (NOV 2005)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors

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used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

5.14 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.15 PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

5.16 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

5.17 PARTITIONS: SUBDIVIDING (SEP 2000)

A. BUILDING SHELL:

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.18 FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

B. CARPET - REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
 - a. backing or underlayment is exposed;
 - b. there are noticeable variations in surface color or texture; or
 - c. tears and tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. RESILIENT FLOORING – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
 - a. it has curls, upturned edges, or other noticeable variations in texture.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

D. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

E. INSTALLATION:

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

5.19 **CARPET: BROADLOOM (SEP 2000)**

A. Any carpet to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF, Talisman Mills, woolblend), soil-hiding nylon, or wool nylon blends or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level-loop or textured-loop construction. Pile weight shall be a minimum weight of 32 ounces per square yard for level-cut/uncut construction.
5. *Secondary Back.* The secondary back shall be jute or synthetic fiber for glue-down installation.
6. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
7. *Pile Height.* The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.

5.20 **CARPET TILE (SEP 2000)**

A. Any carpet to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.
7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).

9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

5.21 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
4. *Testing.*
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.22 WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
2. *Draperies.* If draperies are required, the following minimum specifications shall apply:
 - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
 - b. Construction. Any draperies to be newly installed, shall be made as follows:
 - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
 - iv. three-fold pinch pleats;
 - v. safety stitched intermediate seams;
 - vi. matched patterns;
 - vii. tacked corners; and
 - viii. no raw edges or exposed seams.
 - c. Use of existing draperies must be approved by the Contracting Officer.

5.23 BUILDING DIRECTORY (SEP 2000)

A. BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

5.24 FLAG POLE (SEP 2000)

A. BUILDING SHELL:

If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by GSA.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2 ENERGY COST SAVINGS (SEP 2000)

A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the www.epa.gov/energystar web site.

B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.

C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.

6.3 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

6.4 TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

2. Each main toilet room shall contain the following equipment:

- a. a mirror above the lavatory;
- b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
- c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
- d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
- e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
- f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
- g. a disposable toilet seat cover dispenser; and
- h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of _____ percent men and _____ percent women.

(b) (6)

2. Refer to the schedule separately for each sex.

NUMBER MEN*/WOMEN		OF	WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2
36	-	55	3	3
56	-	60	4	3
61	-	80	4	4
81	-	90	5	4
91	-	110	5	5
111	-	125	6	5
126	-	150	6	**
> 150			***	

* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.

** Add one lavatory for each 45 additional employees over 125.

*** Add one water closet for each 40 additional employees over 150.

3. For new installations:
- Water closets shall not use more than 1.6 gallons per flush.
 - Urinals shall not use more than 1.0 gallons per flush.
 - Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6 JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

6.7 HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

- Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- Simultaneous heating and cooling are not permitted.
- Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq.ft. to minus 1.5 W/sq.ft. from initial design requirements of the tenant.
- HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - no permanent diffusers are used;
 - no plenum-type return air system is employed;

(b) (6)

- d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - e. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
8. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- B. TENANT IMPROVEMENT INFORMATION:
1. *Zone Control.* Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

6.8 VENTILATION (SEP 2000) (NCR VARIATION (AUG 2002))

- A. *During working hours in periods of heating and cooling,* ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. Where ASHRAE Standard 62 and local codes conflict, the more stringent shall apply.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
- 1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
 - 2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

6.9 VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.10 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

6.11 ELECTRICAL: DISTRIBUTION (SEP 2000)

A. BUILDING SHELL:

- 1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
- 2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
- 3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.12 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
 - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
 - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
 - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:

Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

6.13 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. TENANT IMPROVEMENT INFORMATION:

1. Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

6.14 DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or

(b) (6)

below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

6.15 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.
2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.16 ELEVATORS (FEB 2007)

- A.** The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.
- B. CODE:**
Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/ASME A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet ABAAS requirements.
- C. SAFETY SYSTEMS:**
Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.
- D. SPEED:**
The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.
- E. INTERIOR FINISHES:**
Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

(b) (6)

6.17 LIGHTING: INTERIOR AND PARKING (FEB 2007)

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:
 - a. Modern, diffused fluorescent fixtures using no more than 2.0 W per ANSI/BOMA Office Area square foot shall be provided. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient to ensure safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
 - b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
 - c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
 - d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.
 - e. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with ABAAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

6.18 LIGHTING: INTERIOR AND PARKING (FEB 2007)

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:
 - a. The Lessor shall provide deep-cell parabolic louver 2'-0" wide x 4'-0" high or 2'-0" wide x 2'-0" high (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce 50 average maintained foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors, and 10 foot-candles in other non-working areas.
 - b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. A minimum of 1 foot-candle of illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
 - c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
 - d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.
 - e. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with ABAAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL (NCR VARIATION (AUG 2002))

- A. The Lessor as part of the rental consideration shall provide services, utilities, and maintenance. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies during normal hours.
- B. At the Government's expense, the Lessor shall be responsible for preventive maintenance and repair of all special, Government specified, new or existing Government owned mechanical, electrical, and plumbing equipment (excluding computers, telephone systems, and other communication equipment) installed by the Lessor and as identified by the Government. The cost of the maintenance will be negotiated as an increase in base rent by adjusting the base operating expense and service and utility rate per square foot, either before or after award of the lease, once the scope of work has been identified. An adjustment to the option term base operating expenses and service and utility rate per square foot shall also be negotiated.

7.2 NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 6:00 p.m. except Saturdays, Sundays, and federal holidays.

7.3 OVERTIME USAGE (SEP 2000)

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.
- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

7.4 UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

7.5 BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

7.6 JANITORIAL SERVICES (SEP 2000)

- A. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.
- B. **SELECTION OF CLEANING PRODUCTS:**
The Lessor shall make careful selection of janitorial cleaning products and equipment to:
1. use products that are packaged ecologically;
 2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
 3. minimize the use of harsh chemicals and the release of irritating fumes.
 4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/environ/clean-prod-catalog.html>.
- C. **SELECTION OF PAPER PRODUCTS:**
The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

7.7 SCHEDULE OF PERIODIC SERVICES (NCR VARIATION (AUG 2002))

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly. Such schedule shall be updated in writing to the Contracting Officer every two (2) years.

7.8 LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

7.9 FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

7.10 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.

(b) (6)

- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

(b) (6)

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 OCCUPANCY PERMIT (SEP 2000)

The Lessor shall provide a valid occupancy permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, the Offeror shall consult the Contracting Officer to determine if other documentation may be needed.

8.2 FIRE AND LIFE SAFETY (SEP 2003)

- A. Offered space must meet or be upgraded to meet the applicable egress requirements in NFPA Standard No. 101, *Life Safety Code*, or equivalent prior to occupancy. The space must provide access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one exit stairway and 'open air' exterior fire escapes shall not be counted as an approved exit.
- B. If offered space is 3 or more floors above the lowest level of fire department vehicle access, the Offeror must provide written confirmation that the building has a building wide fire alarm system in compliance with either the requirements of NFPA Standard No. 72 (current as of the date of this SFO) or the requirements of the local building and fire codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located.
- C. If offered space is 6 or more floors above the lowest level of fire department access, additional fire and life safety requirements will apply.

8.3 AUTOMATIC SPRINKLER SYSTEM ((NCR VARIATION) JUL 2004)

- A. Below-grade space to be occupied by Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association (NFPA) Standard No.101, *Life Safety Code*, shall be protected by an automatic sprinkler system or an equivalent level of safety.
- B. Buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 ANSI/BOMA Office Area square feet or more of space in the offered building, then the entire building shall be protected by an automatic sprinkler system or an equivalent level of safety. Buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing less than 35,000 ANSI/BOMA Office Area square feet of space in the offered building, shall be protected by an automatic sprinkler system or an equivalent level of safety from the highest floor of government occupancy down to the lowest level in the building.
- C. If an offeror proposes to satisfy any requirement of the above sub-paragraphs by providing an equivalent level of safety, the offeror shall submit, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an equivalent level of safety for the offered building exists. The offeror shall contact the Contracting Officer for further information regarding Government review and approval of the "equivalent level of safety" analyses. Refer to 41 CFR Part 102-80 for guidance on conducting an equivalent level of safety analysis.
- D. Definitions:
 - (1) "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.
 - (2) "Automatic sprinkler system" for fire protection purposes means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with NFPA Standard No. 13. The system is usually activated by heat from fire and discharges water over the fire area. The system includes a suitable water supply.

8.4 FIRE ALARM SYSTEMS ((NCR VARIATION) JUL 2004)

- A. Fire alarm systems shall be provided in accordance with the requirements of NFPA Standard No. 72. If the fire alarm system is over 25 years old, a new voice fire alarm system must be installed prior to Government acceptance and occupancy of the offered space per the latest building code and NFPA 72. If the fire alarm system is over 10 years old, a copy of all maintenance records for the past two years shall be submitted as part of SFO Attachment # 4 to the offeror's proposal. The information shall be reviewed by the Government to determine whether a new fire alarm system will be required. If a new fire alarm system is required, the offeror will be required to provide such system at its sole cost and expense prior to Government acceptance and occupancy of the offered space.
- B. The fire alarm system shall be maintained by the lessor in accordance with NFPA Standard No. 72. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station. Emergency power must be provided in accordance with NFPA Standards 70 and 72.

8.5 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

8.6 ASBESTOS (SEP 2000)

The leased space shall be free of all asbestos-containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

8.7 INDOOR AIR QUALITY (SEP 2000)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.8 RADON IN AIR (SEP 2000)

- A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 picoCuries per liter (pCi/L), herein called "EPA's action concentration."
- B. INITIAL TESTING:
 1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
 2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
 3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.
- C. CORRECTIVE ACTION PROGRAM:
 1. *Program Initiation and Procedures.*
 - a. If either the Government or the Lessor detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
 - b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
 - c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
 - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.

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2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. *Standard Test.* Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. *Short Test.* Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

8.9 RADON IN WATER (SEP 2000)

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

8.10 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

8.11 RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

8.12 OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor is required to participate in the development and implementation of the Government Occupant Emergency Plan. The Occupant Emergency Plan shall include procedures for notification of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel for possible shutdown of the air-handling units.

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9.0 LEASE SECURITY STANDARDS

9.1 GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at www.oca.gsa.gov.
2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.
3. Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.
4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.
5. Level I requirements have been incorporated into the paragraphs entitled, *Lighting: Interior and Parking*, and *Doors: Hardware* as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

9.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed. **(Mandatory for Levels 2 through 4)**

9.3 ACCESS TO UTILITY AREAS (NOV 2005)

Utility areas shall be secure, and only authorized personnel shall have access. **(Mandatory for Levels 2 through 4)**

9.4 EMERGENCY POWER TO CRITICAL SYSTEMS (TENANT IMPROVEMENT) (NOV 2005)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO. **(Mandatory for Levels 2 through 4)**

9.5 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas. **(Mandatory for Levels 2 through 4)**
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access. **(Mandatory for Levels 2 through 4)**

9.6 ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory. **(Mandatory for Levels 2 through 4)**

9.7 POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. **(Mandatory for Levels 2 through 4)**

9.8 DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s). **(Mandatory for Levels 2 through 4)**

9.9 EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (BUILDING SHELL) (NOV 2005)

The building-wide fire alarm system installed in the building shall be an emergency voice/alarm communication system. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located. The emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building. **(Mandatory for Level 4)**

9.10 BUILDING SECURITY PLAN (NOV 2005)

The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments. **(Mandatory for Levels 2 through 4)**

9.11 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix. **(Mandatory for Levels 2 through 4)**

9.12 BACKGROUND SECURITY CHECKS (NOV 2005)

Background Security Checks for Contract Service Personnel: **(Mandatory for Levels 2 through 4)**

- A. The Government will conduct background checks on contractors with routine access to Government leased space.
- B. The Lessor shall submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space. For the purpose of this requirement, routine access shall be any period beyond 30 calendar days.
- C. The Contracting Officer will furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed by each person and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from receipt of the forms. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee fails the check, and effective immediately, such employee will no longer be allowed to work or be assigned to work in the Government's space.
- D. Throughout the life of the lease, the Lessor shall provide the same data for any new employee(s), contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Lessor shall resubmit Form FD-258 and Form 176 for every employee covered by this paragraph on a 3-year basis.

9.13 ENTRY SECURITY: PUBLIC LOBBIES/ENTRANCES/EXITS (NOV 2005)

- A. The Lessor shall permit Government security control over all public areas and building entry points, including adjacent surface parking, underground parking, and structures under the building owner's control. The Government will have the right to inspect at point of entry and in the public space. This right also includes the right to deny access and to remove persons and vehicles from the premises. **(Mandatory for Level 4)**
- B. Security guards, provided by the Government, are required for public lobbies and public entrances. The Lessor shall provide space for and facilitate the provision of such guard service. Wherever security equipment is required, armed guards must staff the equipment. The Government shall determine the adequacy of existing security equipment (magnetometers and x-ray) as part of the Government's building security assessment. The Government will provide any additional security equipment required. The number of guards required will be based on the Government's building security assessment and will correspond to the lobbies, entrances, and exits designed for use during regular, daily business-hours. Visitor control and screening applies throughout the facility, including loading docks, underground garages, and parking area entrances. **(Mandatory for Level 4)**

9.14 ENTRY SECURITY: SECURITY GUARDS (NOV 2005)

Security guards, provided by the Government and stationed at public lobbies and public entrances/exits, are required for such purposes as, ID/pass control, and staffing x-ray and magnetometer equipment. The number of security guards required will be based on the Government's building security assessment, which will address the quantity and location of security equipment as required below. Appropriate lobby and entrance/exit space shall be made available for this purpose. **(Mandatory for Level 4, Government's discretion for Levels 2 and 3)**

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- 9.15 **ENTRY SECURITY: X-RAY AND MAGNETOMETER AT PUBLIC ENTRANCES (NOV 2005)**
Magnetometers and X-ray machines are required at public entrances and will be provided, operated, and maintained by the Government. Armed security guards, provided by the Government, will direct the building occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose. **(Mandatory for Level 4, Government's discretion for Level 3)**
- 9.16 **ENTRY SECURITY: X-RAY SCREENING OF ALL MAIL, PACKAGES, AND SHIPMENTS (NOV 2005)**
All mail and packages entering the building will be subject to x-ray screening or visual inspection by armed security guards provided by the Government. Appropriate space shall be made available for this purpose at the point(s) of entry to the building. The Government reserves the right to negotiate security enhancements necessary for securing any unsecured non-federal block of space with a separate entrance (e.g., ground floor retail) based on the Government's building security assessment. **(Mandatory for Level 4, Government's discretion for Level 3)**
- 9.17 **ENTRY SECURITY: TRUCK SHIPMENTS (NOV 2005)**
When the Government will occupy the building in its entirety, or nearly so (approx. 90 percent or greater), the Government will have the right to divert truck shipments to a secondary location for screening purposes. **(Government's discretion for Level 4)**
- 9.18 **ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (NOV 2005)**
The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated and maintained by the Government. **(Mandatory for Levels 3 and 4, Government's discretion for Level 2)**
- 9.19 **ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT) (NOV 2005)**
The Lessor shall provide and install peepholes in all doors to the Government-occupied space as an effective visual recognition system for small offices. This system shall comply with the Architectural Barriers Act, section F230.1. **(Government's discretion for Levels 2 through 4)**
- 9.20 **ENTRY SECURITY: INTERCOM (TENANT IMPROVEMENT) (NOV 2005)**
The Lessor shall provide and install an intercom system to be used in conjunction with the peephole system. This system shall comply with the Architectural Barriers Act, section F230.0. **(Government's discretion for Levels 2 through 4)**
- 9.21 **ENTRY SECURITY: ENTRY CONTROL WITH CCTV AND DOOR STRIKES (TENANT IMPROVEMENT) (NOV 2005)**
The Lessor shall provide and install an entry control system that will allow employees to view and communicate remotely with visitors before allowing access. This system shall comply with the Architectural Barriers Act, section F230.0. **(Government's discretion for Levels 2 through 4)**
- 9.22 **OCCUPANT/VISITOR SCREENING: PHOTO IDENTIFICATION (NOV 2005)**
The Government requires acceptable Government-issued photo ID for all building occupants upon entry to the building. The Lessor shall notify non-Government tenants of this requirement and assist those tenants in obtaining acceptable ID as necessary. **(Mandatory for Level 4)**
- 9.23 **OCCUPANT/VISITOR SCREENING: VISITOR CONTROL/SCREENING SYSTEM (NOV 2005)**
A. All visitors to the building shall be required to sign in with a receptionist or guard, display a formal identification/badge, and/or require an escort. The Lessor shall permit a staffed station or stations. Public entrances and lobby space shall be made available for visitor control and screening equipment. **(Mandatory for Level 4, Government's discretion for Level 3)**
B. Visitor control and screening is required throughout the facility as determined by the Government's building security assessment. Underground garages and parking area entrances are also subject to visitor controls and screening. **(Mandatory for Level 4, Government's discretion for Level 3)**
- 9.24 **SECURE HVAC: OUTDOOR AIR INTAKES (BUILDING SHELL) (NOV 2005)**
A. The outdoor air intakes shall be located on a secure roof or high sidewall and not within 30 feet of the loading dock; otherwise the Lessor shall either relocate, extend, or secure intakes as described below:
1. *Outdoor air intakes shall be relocated.* The lowest edge of the outdoor air intakes shall be placed 40 feet, 0 inches above grade and not less than 30 feet, 0 inches from the loading dock. Access shall be locked and secured, if feasible. For increased visibility of suspicious items, moat areas and other ground level areas surrounding outside air intakes shall be completely free of trash, debris or any other matter. **(Mandatory for Levels 3 and 4)**
2. *Outdoor air intakes shall be extended.* If relocation is not feasible, as approved by the Government, intake extensions shall be constructed without creating adverse effects on HVAC performance. The higher the extensions, the better, as long as other design constraints (excessive pressure loss, dynamic and static loads on structure) are considered. An extension height of 40 feet, 0 inches is required unless adverse effects on HVAC performance can be demonstrated. The entrance to

the intake shall be covered with a sloped metal mesh to reduce the threat of objects being tossed in the intake. A minimum slope of 45 degrees may be required. Extension height shall be increased where existing platforms or building features (e.g., loading docks, retaining walls) might provide access to the outdoor air intakes. **(Mandatory for Levels 3 and 4)**

3. A security zone around outdoor air intakes shall be established. When outdoor air intakes are publicly accessible and relocation or physical extensions are not viable options or are cost prohibitive, perimeter barriers that prevent public access to outdoor air intake areas shall be required based on the Government's building security assessment. Iron fencing or similar see-through barriers may be required. The restricted area shall also include an open buffer zone between the public areas and the intake louvers. The Government will have the right to monitor the buffer zone by physical security and/or closed circuit television (CCTV). Security lighting or intrusion detection sensors are required and shall be provided and installed by the Lessor. **(Mandatory for Levels 3 and 4)**

9.25 SECURE HVAC: DEDICATED HVAC FOR LOBBIES, MAILROOMS, AND LOADING DOCKS (BUILDING SHELL) (NOV 2005)

To prevent widespread dispersion of a contaminant released within lobbies, mailrooms, and loading docks, the associated HVAC systems shall be isolated and the areas maintained by a dedicated exhaust system at a negative pressure relative to the rest of the building, but at a positive pressure relative to the outdoors. Physical isolation of these areas (well-sealed floor to roof-deck walls, sealed wall penetrations) is critical to maintaining the pressure differential and requires special attention to ensure airtight boundaries between these areas and adjacent spaces. A qualified HVAC professional can assist in determining if the recommended isolation is feasible for a given building. A modification to an existing system will likely require a re-evaluation of the existing HVAC system as well as potentially involving architectural and/or structural changes to the building. Any re-engineering of HVAC systems shall be estimated and costs identified to the Contracting Officer before beginning any proposed alterations. In addition, lobbies, mailrooms, and loading docks shall not share a return-air system. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC will be required for mailrooms only when the Government specifically requires a centrally-operated mailroom. Non-Government building tenants may share the mailroom. Where possible, the mailroom shall be adjacent to the loading dock to prevent the possible contamination of additional areas within the building. Any mailroom or area where mail is received and sorted, shall have posted the telephone numbers of the Lessor/Owner's building manager/engineer and local emergency personnel for emergency notification. Mailrooms shall also have posted a copy of the general precautions for mail handling. **(Mandatory for Level 4)**

9.26 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard. **(Mandatory for Levels 2 through 4)**

9.27 SECURE HVAC: SECURE RETURN-AIR GRILLES (BUILDING SHELL) (NOV 2005)

The Lessor shall secure return-air grilles in public lobbies. Protection measures shall not adversely affect performance of the building's HVAC system. Return air-grille protective measures include 1) relocating return-air grilles to inaccessible, yet observable locations, 2) increasing security presence (human or CCTV) near vulnerable return-air grilles, 3) directing public access away from return-air grilles, and 4) removing furniture and visual obstructions from areas near air grilles. **(Mandatory for Levels 3 and 4)**

9.28 PARKING SECURITY REQUIREMENTS (NOV 2005)

A. Control of Parking Areas:

The Lessor shall permit Government security control over all parking areas, surface or structured. Security control will include the right to inspect at points of entry, the right to deny access, and the right to remove vehicles from the premises. The Lessor shall provide a vehicle pass/ID system for contract/monthly parkers, acceptable to the Government. **(Mandatory for Level 4, Government's discretion for Level 3)**

B. Accessibility to Official Government Vehicles:

Public accessibility to official Government vehicles shall be limited through fencing or other means. **(Mandatory for Levels 3 and 4)**

C. Identification of Parking Areas:

Government parking areas or spaces shall be assigned and marked as "reserved." **(Mandatory for Levels 2 through 4)**

D. Inspection of Parking Areas:

The Government reserves the right at all times, to inspect the parking premises, all vehicles therein, and to remove vehicles from the premises. **(Mandatory for Level 4, Government's discretion for Level 3)**

F. Post Signs and Arrange for Towing of Unauthorized Vehicles: TENANT IMPROVEMENT

Signage shall be provided by the Lessor, acceptable to the Government, to alert parking patrons of inspection and towing policies. Signage shall advise that the removal of unauthorized vehicles can be expected. **(Mandatory for Level 4, Government's discretion for Level 3)**

G. ID System and Procedures for Authorized Parking: TENANT IMPROVEMENT

An ID system for authorized parking shall be provided by the Lessor, acceptable to the Government, for identification of vehicles and corresponding parking spaces (placard, decal, card key, etc.). **(Mandatory for Level 4)**

- 9.29 **CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005)**
The Lessor shall permit twenty-four hour Closed Circuit Television (CCTV) coverage and recording, provided, operated, and maintained by the Government. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. Time-lapse video recordings (digital storage) are also required. The Government will centrally monitor the CCTV Surveillance. Government specifications are available from the Contracting Officer. **(Mandatory for Level 4, Government's discretion for Levels 2 and 3)**
- 9.30 **CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (TENANT IMPROVEMENT) (NOV 2005)**
When video surveillance is installed, warning signs advising of twenty-four hour surveillance shall be posted. **(Mandatory for Level 4, Government's discretion for Levels 2 and 3)**
- 9.31 **SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)**
A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively, **(Mandatory for Levels 2 through 4)**
- B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or ASTM F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*. **(Mandatory for Levels 2 through 4)**
- 9.32 **TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)**
The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest. **(Mandatory for Levels 2 through 4)**

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10.0 SPECIAL REQUIREMENTS

10.1 SPECIAL REQUIREMENTS: 1

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10.2 SPECIAL REQUIREMENTS: 2

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10.3 SPECIAL REQUIREMENTS: 3

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10.4 SPECIAL REQUIREMENTS: 4

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10.5 SPECIAL REQUIREMENTS: 5

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SECTION III - RATE STRUCTURE

Block #	Lease Type (New (N) or Succeeding (S))	Lease Term (in Years)	Amount of Space (ANSI/BOMA OASF)	Shell Rate (per ANSI/BOMA OASF)	Base Year Operating Costs (per ANSI/BOMA OASF)	Tenant Improvements (TI)										Overnight Rate For Heating And Cooling (per Hour)	Additional Amount for Daytime Cleaning (per ANSI/BOMA OASF)	Additional Amount For Any Service And Maintenance Of Government-owned Equipment (per ANSI/BOMA OASF) - Succeeding Leases Only	Annualized Present Value (PV) per ANSI/BOMA OASF based on \$20.00 per New Leases and \$4.00 per ANSI/BOMA OASF TI for Succeeding Leases		
						Annual Percentage Interest Rate to Amortize Up to \$20.00 per ANSI/BOMA OASF of TI	Annual Cost per OASF To Amortize \$20.00 per ANSI/BOMA OASF TI Allowance	Annual Percentage Interest Rate to Amortize Over \$20.00 and up to \$52.00 per ANSI/BOMA OASF of TI	Total Cost Of Construction Markups based on \$52.00 per ANSI/BOMA OASF TI	Initial Term	Option Term	Initial Term	Option Term	Initial Term (%)	Option Term (%)				Initial Term	Option Term	Total of Initial Term and Any Option Term
1	N	5	103349	33.62	9.18	0.00	4.00	8.00	11.44	46.80	0.00	0	0	0.00	NA	50.00	0.70	NA	43.93	NA	NA
1	N	5 + 5	103349	33.62	9.18	0.00	4.00	8.00	11.44	46.80	50.80	0	0	0.00	NA	50.00	0.70	NA	43.93	37.41	40.67
1	N	10	103349	34.45	9.18	0.00	2.00	8.00	11.44	45.63	0.00	0	0	0.00	NA	50.00	0.70	NA	38.33	NA	NA
2		5																			
2		5 + 5																			
3		10																			
3		5																			
3		5 + 5																			
3		10																			

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Solicitation Attachment #2 - Construction Schedule
Below 92,000 BOMA Office Area Square Feet (BOASF)

The following chart shall be used by the Lessor and the Government to determine the number of working days allowed to complete each work item under the solicitation paragraph entitled "Construction Schedule of Tenant Improvements," and Attachment #3 - Scope of work for DID's and Construction Schedule. It is understood that the Construction Schedule commences within five (5) days of lease award and that the durations below apply to the management of the design and construction process, concluding at the date of acceptance for the subject space.

PHASE \ SIZE OF LEASE (BOMA Office Area Square Feet)	0K to <10K	10K to <20K	20K to <35K	35K to <50K	50K to <70K	70K to 92K
Lessor Provides Design Intent Drawings	15 DAYS	15 DAYS	20 DAYS	20 DAYS	20 DAYS	25 DAYS
Government Reviews Design Intent Drawings	15 DAYS	15 DAYS	15 DAYS	15 DAYS	15 DAYS	15 DAYS
Lessor Provides Working-Construction Drawings	10 DAYS	15 DAYS	20 DAYS	20 DAYS	25 DAYS	25 DAYS
Government Reviews Working-Construction Drawings	15 DAYS	15 DAYS	15 DAYS	15 DAYS	15 DAYS	15 DAYS
Government Approves CD's for Pricing and Permits	0 DAYS	0 DAYS	0 DAYS	0 DAYS	0 DAYS	0 DAYS
Lessor Completes Construction Pricing and Obtains Construction Permit	15 DAYS	15 DAYS	15 DAYS	15 DAYS	15 DAYS	15 DAYS
Government Reviews and Approves Pricing	5 DAYS	5 DAYS	5 DAYS	10 DAYS	10 DAYS	10 DAYS
Government Issues Notice to Proceed with Construction	0 DAYS	0 DAYS	0 DAYS	0 DAYS	0 DAYS	0 DAYS
Lessor Completes Interior Construction and Obtains Occupancy Permit	40 DAYS	45 DAYS	50 DAYS	60 DAYS	65 DAYS	70 DAYS
Government Inspects and Accepts Finished Space	3 DAYS	4 DAYS	5 DAYS	6 DAYS	7 DAYS	8 DAYS
TOTAL WORKDAYS - (FROM LEASE AWARD TO GOVERNMENT ACCEPTANCE)	118 DAYS	129 DAYS	145 DAYS	161 DAYS	172 DAYS	183 DAYS

(3/10/06)

SFO Number: 07-014

INITIALS: Peter C. Minshall
LESSOR

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**Solicitation Attachment #3 - Scope of Work for DID's and Construction Schedule Tasks
Below 92,000 BOMA Office Area Square Feet (BOASF)**

The construction schedule shall commence within five (5) days of lease award and receipt of the Program of Requirements, unless otherwise expressly agreed by the Lessor and Government as stated in the lease or otherwise agreed upon in writing. The schedule shall be divided into six tasks for each phase: the Lessor's generation of the Government's Design Intent Drawings, the Government's review and approval of the Design Intent Drawings, the Lessor's generation of the Government's Working-Construction Drawings, the Government's review and notice to proceed of the Working-Construction Drawings, the Lessor's construction of the subject leased area, and the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below.

References to working days shall be based upon a five day work week (Monday-Friday, exclusive of Federal holidays). References to "approval" shall mean such approval granted by either GSA's Contracting Officer or some other duly authorized GSA official. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed.

(a) Design Intent Drawings:

Based on the project programming furnished by the Government Lessor shall prepare and provide for the Government's review and approval, at the Government's expense, Design Intent Drawings detailing the tenant improvements to be made by the Lessor within the Government demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. "Design Intent Drawings," for the purposes of this solicitation, are defined as fully dimensioned drawings of the leased space which include enough information to prepare Construction Drawings, and shall consist of: furniture locations, basic architectural information, wall types and locations, door types and locations, electrical, telephone and data outlet types and locations, specifications necessary for calculation of electrical and HVAC loads, and all finish/color/signage selections. Design Intent Drawings shall be due from the Lessor within (see Solicitation Attachment #2) working days from award.

(b) Review of Design Intent Drawings:

The Government retains the right to review, approve, and request modifications, if necessary, to the Lessor's Design Intent Drawings prior to the Lessor's commencement of Working-Construction Drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of this solicitation and the Government's needs as they apply to the specific leased space. The Government shall perform all reviews of Design Intent Drawings within (see Solicitation Attachment #2) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's Design Intent Drawings before approval can be granted, the Government shall state such in writing to the Lessor and the Lessor shall have five (5) working days to cure all noted defects before returning the Design Intent Drawings to the Government for a subsequent review. Upon approval of the Design Intent Drawings, the Lessor shall commence Working-Construction Drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the tenant alterations and associated work as shown on the Design Intent Drawings. This budget proposal shall be completed within ten (10) working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

(c) Working-Construction Drawings:

The Lessor shall prepare final Working-Construction Drawings for the tenant improvements illustrated on the Government approved Design Intent Drawings, at the Government's expense. The Working-Construction Drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government's leased space. Working-Construction Drawings should also be annotated with all applicable specifications. The resulting product should reflect requirements which are substantially the same as that specified by the Government approved Design Intent Drawings, and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's Working-Construction Drawings shall be due to the Government within (see Solicitation Attachment #2) working days of the Government's approval of the Design Intent Drawings. Drawings shall clearly identify tenant improvements already in place and the work to be done by Lessor or others. The Government may also require, at the time of submission of Working-Construction Drawings, that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government which are beyond the scope of the Government's program of requirements, lease, and its attachments. Any work shown on the drawings which is Warm-Lit Shell shall be clearly identified as such.

(d) Review of Working-Construction Drawings:

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Solicitation Attachment #3 - Scope of Work for DID's and Construction Schedule Tasks
Below 92,000 BOMA Office Area Square Feet (BOASF)

The Government retains the right to review and request modifications, if necessary, to the Lessor's Working-Construction Drawings prior to the Lessor's commencement of interior construction. The Government's review of the drawings is limited to the drawings' conformance to the specific requirements of this solicitation and to the approved Design Intent Drawings. The Government shall perform all reviews of working drawings within (see Solicitation Attachment #2) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working drawings before notice to proceed is issued, the Government shall state such in writing to the Lessor and the Lessor shall have five (5) working days to cure all noted defects before returning the Working-Construction Drawings to the Government for a subsequent review. Upon complete Government review for conformance of the Working-Construction Drawings to the Design Intent Drawings, a Notice To Proceed (NTP) shall be transmitted to the Lessor and the Lessor shall obtain the necessary permits and commence construction of the space. Notwithstanding the Government's review of the Working-Construction Drawings, the Lessor is solely responsible and liable for the technical accuracy of the Working-Construction Drawings in meeting all requirements and provisions of this solicitation.

(e) Construction of Tenant Alterations:

The Lessor shall construct all tenant alterations in accordance with both the Government-reviewed Working-Construction Drawings and all terms and conditions of the Government's program of requirements, lease, and its attachments. The Lessor shall complete tenant alterations within (see Solicitation Attachment #2) working days of receiving the lease award from the Government. The Lessor shall furnish a detailed construction schedule to the Government within five (5) days of issuance of the lease award. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment within the total project schedule per Attachment #2. The Government reserves the right to access any space within the building during the completion of interior construction for the purposes of performing inspections or installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with and disruption to other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with respect to this project.

(f) Acceptance of Space:

Prior to the completion of interior construction, the Lessor shall issue written Notice To Inspect (NTI) to the Government. The Government shall have (see Solicitation Attachment #2) working days to inspect and to either accept or reject the subject space.

- (g) Space deemed Substantially Complete by the Government will be accepted by the Government subject to the completion of minor punch list items.
- (h) Space which is not deemed substantially complete by the Government will not be accepted by the Government.
- (i) The phrase "Substantially Complete" shall mean that the tenant improvements, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease shall have been completed or obtained, including all local Government reviews and approvals, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use, or enjoyment.
- (j) Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action, and when ready shall issue a subsequent notice to inspect to the Government.
- (k) Before the Government will accept space, the Lessor must provide to the Contracting Officer evidence of the issuance of a building permit incorporating the construction of required improvements and a copy of the certificate of occupancy.

(3/10/06)

SFO Number: 07-014

INITIALS: Peter C. Minshall
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FIRE PROTECTION & LIFE SAFETY EVALUATION

The offeror represents and agrees, as part of its offer, that the proposed space/building is as described below and contains the identified features and devices. **THIS EVALUATION WILL BE MADE BY BOTH THE OFFEROR AND A REGISTERED FIRE PROTECTION ENGINEER. THE FIRE PROTECTION ENGINEER'S OFFICIAL STAMP (PROFESSIONAL LICENSE) MUST BE PLACED ON THE EVALUATION.** Should this form not provide sufficient space to respond adequately to any question, additional pages should be attached.

BUILDING ADDRESS			
BUILDING NAME: 717 14 th Street, NW			
BUILDING ADDRESS: 717 14 th Street, NW			
CITY: Washington			
STATE: DC			
BUILDING CODE AND FIRE CODE ADOPTED BY LOCAL JURISDICTION			
Building Code: DCRA Building Code		Year: 2008	
Fire Code: DCRA Fire Code		Year: 2008	
SIZE AND LAYOUT			
The following information applies to (check one): <input checked="" type="checkbox"/> an existing building <input type="checkbox"/> a building planned for lease construction <input type="checkbox"/> a building planned for lease construction with Government option to purchase			
Space offered to Government (By Floor): Entire Building			
Approximate gross area of typical floor (identify atypical floors individually) Basement – 11,628 square feet; 1 st Floor – 11,628 square feet; 2 nd Floor – 11,628 square feet; 3 rd through 7 th Floors – 11,628 square feet; 8 th through 10 th Floors – 11,270 square feet; 11 th and 12 th Floors – 8,892 square feet			
Building Height in Feet Above the Lowest Level Of Fire Department Vehicle Access: Approximately 128 feet			
Number of Stories Above Grade: 12			
Number of Stories Below Grade: 1			
OTHER OCCUPANCIES IN BUILDING (Check All That Apply)			
Restaurants: _____			
Laboratories: _____			
Storage: <input checked="" type="checkbox"/>			
Retail: <input checked="" type="checkbox"/>			
Other, list: _____			
BUILDING CONSTRUCTION TYPE (Check One)			
Fire resistive: <input checked="" type="checkbox"/>		Unprotective non-combustible: _____	
Ordinary: _____		Wood Frame: _____ Heavy Timber: _____	
PUBLIC ADDRESS SYSTEMS			
Please Check "Yes," "No" or "NA" to the following question:	YES	NO	NA
A Public address system is provided throughout the building		X	

BUILDING NAME: 717 14th Street, NW

BUILDING ADDRESS: 717 14th Street, NW, Washington, DC

DATE OF SURVEY: August 17, 2009

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: L

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PLEASE ANSWER "YES" OR "NO" TO THE FOLLOWING QUESTIONS:	YES	NO
The building electrical system appears to comply with the National Electrical Code in that there are no obvious deficiencies (e.g. temporary wiring, use of extension cords, deteriorated equipment, missing equipment, etc.) If potential problems are noted, describe on an attached sheet.	X	
THE FOLLOWING ITEMS ARE LOCATED IN THE SUBJECT BUILDING:		
Laboratories		X
Firing Ranges		X
Parking Garages (unsprinklered)		X
Print Shops (unsprinklered)		X
BUILDING EXITS HAVE THE FOLLOWING FEATURES:		
There are at least two exits from each floor (scissor stairs count as only one exit).	X	
Exits are remote in accordance with the requirements of NFPA 101.	X	
Travel distances to exits are in accordance with the requirements of NFPA 101.	X	
All exits discharge in accordance with the latest version of NFPA 101 or BOCA, National Building Code.	X	
Exit access is at least 44 inches wide.	X	
Dead ends and common paths of travel are in accordance with the latest version of NFPA 101.	X	
A FIRE ALARM IS REQUIRED FOR THIS OCCUPANCY TYPE BY NFPA 101 OR IBC.	X	
A fire alarm system is provided in accordance with NFPA 72.	X	
Manual evacuation alarm sounds in building.	X	
Alarm is transmitted to a listed central station or local fire department.	X	
Battery back-up power is provided for the fire alarm system in accordance with NFPA 72	X	

BUILDING NAME: 717 14th Street, NW

BUILDING ADDRESS: 717 14th Street, NW, Washington, DC

DATE OF SURVEY: August 17, 2009

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESS

(b) (6)

PLEASE ANSWER "YES" OR "NO" TO THE FOLLOWING QUESTIONS:	YES	NO
THE BUILDING HAS THE FOLLOWING FIRE SUPPRESSION FEATURES:		
The building is fully sprinklered. Note: If the answer to this question is "no" please identify areas of partial sprinkler protection, if any, on an attached sheet. Note specifically if hazardous areas are sprinklered or not and whether below grade space that is occupied is sprinklered or not.	X	
Automatic sprinkler protection is provided throughout the occupied levels for space offered below grade.	X	
Central Sprinkler Company's Omega line of sprinklers are installed in the building (describe location(s), model(s), no. of sprinklers, date installed, etc. on additional sheet).		X
A standpipe system is required for this occupancy type by the Model Building Code.	X	
A standpipe system is provided in the building in accordance with the Model Building Code.	X	
Portable fire extinguishers are present in adequate size, spacing and location; and have a current inspection certificate and maintenance contract in accordance with NFPA 10.	X	
EXIT HARDWARE AND DOORS HAVE THE FOLLOWING FEATURES:		
Exit doors swing in the direction of exit travel; where required by code.	X	
All fire doors are self-closing or automatic-closing; and self-latching.	X	
All fire doors are in proper working order.		X
Exit doors require one action to open (e.g. no locks, locked during unoccupied periods only). Note: Special locking arrangements may be permitted if allowed under local jurisdiction.	X	
EXIT AND EMERGENCY LIGHTING SYSTEMS HAVE THE FOLLOWING FEATURES:		
Illuminated exit signs are provided in accordance with NFPA 101.	X	
Emergency lighting is provided along exit paths in accordance with NFPA 101.	X	
Emergency power is provided for emergency lights and exit signs.	X	
INTERIOR FINISHES HAVE THE FOLLOWING CHARACTERISTICS:		
Interior finish for ceilings, walls, and floors, are installed without obvious deficiencies (e.g. no cork board, no carpet on walls, no cellular plastic finishes, etc.) If potential problems are noted describe on an attached sheet.	X	
ELEVATORS HAVE THE FOLLOWING FEATURES:		
Elevators have a current certificate of elevator inspection from the local jurisdiction.	X	
Elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location manned during normal working hours when the elevators are in service.	X	
Elevators are automatically recalled by smoke detectors located in elevator lobbies and machine rooms.	X	
Elevator recalls to an alternate level when activated by primary level smoke detector.	X	
Firemen's capture feature is provided.	X	
FOR SPACE OFFERED ON OR ABOVE THE 6TH FLOOR (GREATER THAN 75' ABOVE THE LOWEST LEVEL OF FIRE DEPARTMENT VEHICLE ACCESS):		
Automatic sprinkler protection is provided for all floors of the building where the government leases 35,000 square feet or more, in the building, in total. See the cover page.	X	

BUILDING NAME: 717 14th Street, NW

BUILDING ADDRESS: 717 14th Street, NW, Washington, DC

DATE OF SURVEY: August 17, 2009

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LES

(b) (6)

GENERAL BUILDING INFORMATION

On an attached sheet, please respond to each of the following building features; as they apply to the offered building. Identify each response by a number corresponding to the items below. Respond "N/A" for items which are not applicable. Respond "None" for items which do not exist in the building.

1) # Stories above grade:	2) # Stories below grade:
3) Floors offered to government:	4) Height of highest offered floor above lowest level of fire department vehicle access (in feet):
5) Types of occupancies on each floor. Indicate all of other than business occupancy.	6) Approximate gross area of typical floor (identify atypical floors individually):
7) Describe construction type (fire resistive, unprotected non-combustible, ordinary, wood frame, heavy timber) & NFPA 220 classification for floors, walls, columns, and roof.	8) Describe fire-rated subdivision of building floors (including stairs, tenant separation, mechanical rooms, etc.).
9) Describe any smoke detectors with attention to the following: a) locations b) appropriate type? c) control equipment location d) control equipment manufacturer. e) connection to building fire alarm system.	10) Describe any heat detectors with attention to the following: a) locations b) appropriate type? c) control equipment location d) control equipment manufacturer e) connection to building fire alarm
11) Describe any other fire detectors with attention to the following: a) locations. b) appropriate type? c) control equipment location. d) control equipment manufacturer e) connection to building fire alarm system	12) Describe emergency lighting: a) type. b) location c) secondary source(s) of power
13) Describe exit signs: a) type b) location c) secondary source(s) of power	14) Describe emergency generator: a) power source(s) b) capacity c) location d) connected building systems.
15) Describe the fire suppression system(s) with attention to the following: a) sprinkler-location(s) b) waterflow alarm(s)-type and location c) control valves-type and typical location. d) valve tamper switches-type and adequacy e) standpipe-riser size, location and number f) location(s) and manufacturer/model of fixed CO ₂ , dry chemical, and/or clean-agent fire suppression systems g) Water supply-type, size, arrangement etc h) Supply static pressure (psi). i) fire pump data: i. UL listed for fire pump service? ii. separate controller for jockey pump? iii. NFPA 20 compliant? iv. rated capacity (gpm) v. rated net pressure (psi) vi. primary power supply vii. secondary power supply viii. manufacturer j) compliance to testing & maintenance required by NFPA 25	16) Describe the communications system with attention to the following: a) type of fire alarm system: i. hardwired, multiplex, analog, etc ii. location iii. manufacturer/model iv. operating voltage b) central station (company name) c) emergency telephone system d) secondary power source e) control panel information f) manual station locations g) type of alarm indicating appliances (visual and/or audible) and locations h) notification system (entire building, floor above & below, etc.) i) type of devices that sound evacuation alarm (list all types) j) system interfaces with? (elevators, smoke control, electric door locks, HVAC, etc.) k) compliance to testing & maintenance required by NFPA 72.

BUILDING NAME: 717 14th Street, NW

BUILDING ADDRESS: 717 14th Street, NW, Washington, DC

DATE OF SURVEY: August 17, 2009

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESS

(b) (6)

17) Describe the building's means of egress (NFPA 101):

- a) number of exits per floor
- b) points of discharge for each exit.
- c) capacity of each exit
- d) occupant load per floor
- e) remoteness of exits:
 - i. maximum diagonal dimension of typical floor (identify for others if different than that of typical floors)
 - ii. exit door separation
 - iii. how is distance measured (straight line or along rated exit access corridor).
- f) exit access-width, fire resistance rating, arrangement.
- g) exit stair enclosure
- h) exit discharge protection
- i) exit dimensions - width, tread, riser
- j) handrails (presence, stability height above tread, graspability, etc.)
- k) dead ends
- l) common paths of travel
- m) vertical openings (open stairs, atriums, escalators, etc.)
- n) penetrations of exit enclosures not related to the function of the exit
- o) Exit stairway pressurization, if any

BUILDING NAME: 717 14th Street NW

BUILDING ADDRESS: 717 14th Street, NW, Washington, DC

DATE OF SURVEY: August 17, 2009

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LES

(b) (6)

FINDINGS AND RECOMMENDATIONS

Provide a list of all findings and recommendations for the building. Include a code reference for each finding. If there are no findings for the building indicate NONE on this sheet. Add additional sheets as necessary.

EXAMPLE Finding: The building has one exit stair.

Recommendation: Provide an additional exit stair remotely located from the existing stair.

Code Reference: NFPA 101, 7.4.1.1

1. **Finding:**

Recommendation:

Code Reference:

2. **Finding:**

Recommendation:

Code Reference:

BUILDING NAME: 717 14th Street, NW

BUILDING ADDRESS: 717 14th Street, NW, Washington, DC

DATE OF SURVEY: August 17, 2009

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF LESSOR

(b) (6)

STATEMENT OF FIRE PROTECTION ENGINEER (FPE)

I hereby attest that I have performed a full inspection of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page in the space marked "FPE". My official stamp, professional license information, and signature are affixed below.

I HAVE INCLUDED FINDINGS, RECOMMENDED CORRECTIVE ACTION, AND MADE SPECIFIC REFERENCES TO THE APPLICABLE CODE SECTIONS AS AN ATTACHMENT TO THIS REPORT. SUCH FINDINGS SPECIFICALLY IDENTIFY INSTANCES WHERE THE BUILDING DOES NOT COMPLY WITH THE SPECIFIED CRITERIA, AND RECOMMENDATIONS HAVE BEEN MADE IN ORDER TO RECTIFY THE SITUATION AND ASSURE SUBSTANTIAL COMPLIANCE OF THE BUILDING TO ALL APPLICABLE CRITERIA.

(IF NO DEFICIENCIES WERE IDENTIFIED, DURING THE SURVEY, PLEASE EXPLICITLY STATE SO IN THE FINDINGS AND RECOMMENDATIONS PORTION OF THE REPORT)

Signature: _____

Date: 5/24/10

Printed Name: _____

Name of Firm: Rolf J. Kelly and Assoc. Inc.

Phone # (301) 490-3901

License Number: 12431

Stamp Here: _____

No. 12431

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the offeror shall attach a sheet describing the exact nature of the deficiency, and the offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

NOTE: SURVEYS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA FIRE PROTECTION ENGINEERING OFFICE.

Signature: _____

Date: 5/25/10

Printed Name: _____

Title: MANAGING MEMBER

Name of Firm: 717 14th ST. LLC

BUILDING NAME: 717 14th Street, NW

BUILDING ADDRESS: 717 14th Street, NW, Washington, DC

DATE OF SURVEY: August 17, 2009

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LE

GENERAL

In conducting the survey and completing the SFO Attachment No. 4, Fire Safety Inspection and Fire Protection Certification Form, including the General Building Information portion, only the fire protection and life safety aspects associated with each item have been addressed. Notes at the end of this report provide additional information with respect to the specified criteria. References are made to the 2006 edition of the International Building Code (IBC), and the 2009 edition of the Life Safety Code, NFPA 101, is also referenced.

The information in this report is based on a walk-through visual survey of the building conducted on August 17, 2009 by Michael K. Derr, P.E. of Rolf Jensen & Associates, Inc. Functional testing, destructive testing and destructive visual inspection were outside the scope of the survey and were not conducted. Information was also obtained through discussions with the building engineer, and through examination of available architectural and engineering record drawings. This building is scheduled to be gutted.

GENERAL BUILDING INFORMATION

1. Number of Stories Above Grade – 12 and a penthouse
2. Number of Stories Below Grade – 1
3. Floors Offered to Government – Entire building
4. Height of Highest Offered Floor – 118 feet
5. Type of Occupancy on Each Floor:
 - a. Basement – Storage (Parking Garage)
 - b. 1st Floor – Mercantile
 - c. 2nd through 12th Floors – Business
6. Approximate Gross Area Per Floor:
 - a. Basement – 11,628 square feet
 - b. 1st Floor – 11,628 square feet
 - c. 2nd Floor – 11,628 square feet
 - d. 3rd through 7th Floors – 11,628 square feet
 - e. 8th through 10th Floors – 11,270 square feet
 - f. 11th and 12th Floors – 8,892 square feet
7. Construction Type – The construction type is unknown. However, it appears the building is of Type 1B (222) construction. This construction type would allow for an unlimited area since the building is scheduled to be gutted.

(b) (6)

8. Fire Rated Subdivision of Building Floors – Columns appear to be 2-hour fire resistance rated. Roof appears to be 1-hour fire resistance rated. The Main Electric Room, Fire Pump Room and Fire Control Room appear to be 1-hour fire resistance rated.
9. Smoke detectors: The building is provided with smoke detectors as follows:
 - a. Locations – Elevator lobbies, above FACP, main electric room, janitor's rooms, electrical rooms, Generator Room, top of stair shafts, elevator pits, and elevator machine rooms
 - b. Type - The detectors are addressable Edwards/EST models.
 - c. Control Equipment Location – The main fire alarm control panels are located in the 1st Floor Fire Control Room.
 - d. Control Equipment Manufacturer – Edwards/EST
 - e. Connection to Building Fire Alarm System – All smoke detectors are connected to the main fire alarm panel.
10. Heat Detectors: The building is provided with heat detectors as follows:
 - a. Locations – Adjacent to sprinkler heads in elevator machine rooms, elevator pits, and mechanical rooms.
 - b. Type – Fixed Temperature
 - c. Control Equipment Location – The main fire alarm control panels are located in the 1st Floor Fire Control Room.
 - d. Control Equipment Manufacturer – Unknown
 - e. Connection to Building Fire Alarm System – All heat detectors are connected to the main fire alarm panel.
11. Other Fire Detectors – None.
 - a. Locations – N/A.
 - b. Type – N/A.
 - c. Control Equipment Location – N/A.
 - d. Control Equipment Manufacturer – N/A
 - e. Connection to Building Fire Alarm System – N/A.
12. Emergency Lighting - The building is equipped with an emergency lighting system as follows:
 - a. Type – Fluorescent fixtures and Bug-eye type.
 - b. Location – Throughout building.
 - c. Secondary Power Source – Emergency generator
13. Exit Signs - The building is equipped with exit signs as follows:
 - a. Type – Internally illuminated

(b) (6)

- b. Location – Throughout building.
- c. Secondary Power Source – Emergency generator.
- 14. Emergency Generators - The building is equipped with an emergency generator as follows:
 - a. Power Source – Diesel.
 - b. Capacity – 200 kW, 250 kVa.
 - c. Location – Parking Garage.
 - d. Connected Building Systems – Emergency lighting, fire pump, exit signs, fire alarm panel, stair pressurization fans, and one elevator per the Building Engineer.
- 15. Fire Suppression System - The building is equipped with fixed automatic fire suppression systems as follows:
 - a. Sprinklers Location – The building is fully protected by automatic sprinklers
 - b. Water Flow Alarms – Water flow alarms are present for each standpipe and at each floor control assembly
 - c. Control Valves – OS+Y valves are present in the Fire Pump Room. Indicating valves are used as floor control assemblies
 - d. Valve Tamper Switches – All sprinkler valves are provided with tamper alarms
 - e. Standpipes – A 4-inch standpipe is present in each exit stair. The hose connections are located on the main landing.
 - f. Other Fixed Automatic Fire Suppression Systems – None
 - g. Water Supply – A 6-inch line supplies the fire pump from the municipal water supply
 - h. Supply Static Pressure – The static pressure at the fire pump suction is 55 psi.
 - i. Fire Pump Data -
 - i. U.L. listed for fire pump service – Yes.
 - ii. Separate controller for jockey pump – Yes.
 - iii. Installation complies with NFPA 20. Yes.
 - iv. Rated Capacity – 750 gpm.
 - v. Rated Pressure – 85 psi.
 - vi. Primary Power – House Electrical Supply.
 - vii. Secondary
 - viii. Manufactur

(b) (6)

- j. Compliance to Testing and Maintenance – The pump appears satisfactorily tested and maintained. Virginia Sprinkler Company conducted an annual test on July 21, 2009.
16. Communication System - The building is equipped with a fire alarm system as follows:
- a. Type Fire Alarm System – The base building fire alarm system is a Edwards 8500 multiplex fire alarm system located in the Fire Control Room operating at 24 Volts. This system was installed in 1988. An EST3 fire alarm system was installed in 2006 to handle the elevator related devices. The two fire alarm systems are interfaced
 - b. Central Station Service – Datawatch.
 - c. Emergency Telephone System – An emergency communication system is provided in each elevator cab, and is monitored by a constantly attended station. The phone is monitored by Datawatch.
 - d. Secondary Power Source – Emergency generator
 - e. Control Panel – Edwards 8500
 - f. Manual Station Locations – Manual stations are located at entrances to stair exits and exterior exits.
 - g. Type of Alarm Indicating Appliances – Speakers and strobes are provided throughout.
 - h. Notification System – Floor below, Floor of incidence, and Floor above.
 - i. Type of Devices that activate the evacuation alarm – Any area smoke detector, heat detector, duct detector, manual stations, and any zone's water flow alarm will actuate the fire alarm system.
 - j. System Interfaces –Elevators, HVAC shutdown, fire pump, emergency generator, stair pressurization, and electric door locks
 - k. Compliance to Testing and Maintenance – Fire alarms are tested in accordance with NFPA 72 by Edwards Service on November 4, 2008
17. Means of Egress - The building's means of egress system is arranged as follows:
- d. Number of Exits per Floor – Every floor has access to two exits. The basement has access to Stair 1 and an exterior exit. The 1st floor has access to Stair 2 and the main entrance. The 2nd through 12th floors has access to Stair 1 and Stair 2
 - e. Point of Discharge of Each Exit – Stair 1 discharges into the 1st floor lobby. Stair 2 discharges into an exit passageway.
 - f. Capacity of Each Exit – The exit capacity for the basement is 31 occupants (one 3⁰ door leaf and Stair 1). The exit capacity for the 1st floor is 495 occupants (three 3⁰ door leaves). The exit capacity for the 2nd through 12th floors is 296

(b) (6)

- g. Occupant Load Per Floor – Based on the Life Safety Plans, the floors have the following occupant loads:
 - i. Basement – 59 occupants
 - ii. 1st Floor – 117 occupants
 - iii. 2nd Floor – 183 occupants
 - iv. 3rd through 7th Floors – 183 occupants
 - v. 8th through 10th Floors – 178 occupants
 - vi. 11th and 12th Floors – 141 occupants
- h. Remoteness –
 - i. Maximum Overall Dimension – 154 feet
 - ii. Exit Door Separation – 52 feet
 - iii. Measuring Method – straight line directly between Stair 1 and Stair 2.
- i. Exit Access – The main exit access corridors are a minimum of 44 inches wide.
- j. Exit Enclosure – The exit stairs appear to be 2-hour fire resistance rated. Door labels indicate a 1-1/2 hour fire resistance rating.
- k. Exit Discharge Protection – N/A
- l. Exit Dimensions – Stair 1
 - i. Width – 44 inches.
 - ii. Treads – 10-1/2 inches
 - iii. Risers – 7 inches.Exit Dimensions – Stair 2
 - i. Width – 45 inches
 - ii. Treads – 10-1/2 inches.
 - iii. Risers – 6 1/2 inches.
- j. Handrails – Handrails are metal securely mounted to wall and stair and located on both sides of the stair. Vertical rails are spaced for fall protection in each railing along the stair landing and inside stair edge
- k. Dead-ends – No dead end corridors exceeding 50 feet in length are present in occupied spaces.
- l. Common Paths of Travel – No common paths of travel were observed.
- m. Vertical Openings
- n. Penetrations of Ex

- o. Exit Stairway Pressurization – Exit stairway pressurization is provided for each exit stair.

FINDINGS AND RECOMMENDATIONS

1. **Finding:** HVAC Controls exist in Stair 2 on the penthouse.

Recommendation: Relocate HVAC Controls to Elevator Machine Room or create a code-compliant enclosure around equipment separating it from the stair with 2-hour rated fire resistant construction.

Code Reference: NFPA 101 7 1.3 2.1.

2. **Finding:** Exit stair doors are provided with an electric strike. Once the fire alarm system deactivates the strike, the door is no longer capable of latching.

Recommendation: Remove electric strikes or replace hardware which facilitates unlocking of the door without unlatching.

Code Reference: NFPA 101 8 3.4.2.

3. **Finding:** There is no egress signage within each stair.

Recommendation: Provide signage in each stair indicating stair designation, floor, direction to egress, level of egress, and roof access, if applicable.

Code Reference: NFPA 101 7.2.2.5.4.

4. **Finding:** Occupant notification is not provided on the upper level of Elevator Machine Room 1-3

Recommendation: Provide strobe on the upper level of the Elevator Machine Room 1-3

Code Reference: NFPA 72

5. **Finding:** Wood is present on the ceiling in Elevator Machine Room 4 and the Basement Level of Stair 2

Recommendation: Remove wood

Code Reference: IBC 602.

6. **Finding:** The Janitor's Rooms have storage in them.

Recommendation: Remove storage or provide a smoke tight enclosure with self-closing doors for each Janitor's Room

(b) (6)

Code Reference: NFPA 101 38.3.2 1.

7. Finding: Throughout most the building, visual occupant fire alarm notification is non-compliant. Coverage is generally acceptable in the public corridors but deficient in tenant spaces.

Recommendation: Provide compliant ADA and NFPA 72 visual occupant fire alarm notification during the renovation.

Code Reference: NFPA 72

8. Finding: The sprinkler head adjacent to the unit heat in the Fire Pump Room is not high temperature.

Recommendation: Provide sprinklers with temperature ratings in accordance with NFPA 13.

Code Reference: NFPA 13.

9. Finding: There is no door landing for the door in the basement leading to Stair 1, creating an uneven floor condition at the door

Recommendation: Provide a landing on the garage-side of the door such that the elevation on both sides of the door is maintained for a distance not less than the width of the door

Code Reference: NFPA 101 7.2.1.3.1

10. Finding: There is no door label to the exit door on Stair 2 on the 1st floor.

Recommendation: Verify a 90-minute fire resistance rating

Code Reference: NFPA 101 8.3.4.2

11. Finding: A Trash room opens directly onto the exit passageway to Stair 2.

Recommendation: Provide a vestibule in the trash room so that the Trash Room does not open directly into the exit passageway.

Code Reference: NFPA 101 7.1.3.2.1.

12. Finding: Elevator Machine Room 1-3 and Elevator 1-3 opens directly into Stair 2.

Recommendation: Provide a vestibule between the elevator machine room and Stair 2.

Code Reference: NFPA 101 7.1.3.

(b) (6)

13. Finding: The stair pressurization shaft in Stair 2 on the 4th floor poses as a head room obstruction.

Recommendation: Provide distinctive markings on the shaft to avoid injuries.

Code Reference: NFPA 101 7.1.5.1

14. Finding: The heater on the intermediate landings in Stair 2 reduces the clear width to 39-inches

Recommendation: Relocate the heater to 90-inches above the floor.

Code Reference: NFPA 101 7.2.2 3.2.2.

15. Finding: The stair pressurization shaft in Stair 2 between the 4th and 12th floors reduces the clear width to 39-inches. The fire hose valve also projects into the required clear width.

Recommendation: Relocate stair pressurization shaft and fire hose valve so that a clear width of 45 inches is provided on the landing.

Code Reference: NFPA 101 7.2.2 3.2.2.

16. Finding: The sprinkler and steel member penetrations in Stair 1 need to be resealed

Recommendation: Repair penetrations with appropriate firestopping.

Code Reference: NFPA 101 8.3.5.1.

17. Finding: The headroom in Stair 1 between the 1st and 3rd floors is reduced to 75-inches

Recommendation: Provide markings on the low ceiling to avoid injuries

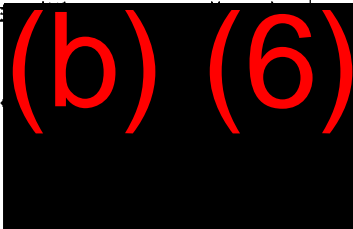
Code Reference: NFPA 101 7.1.5.1

18. Finding: In the Main Electric Room in the Basement, expandable foam has been used to seal penetrations

Recommendation: Provide listed firestopping materials to seal penetrations

Code Reference: NFPA 101 8.3.5.1.

19. Finding: In some Janitor's Rooms, Mechanical Rooms, and Electrical Rooms, sprinkler heads are not located properly. In some instances, piping and conduit are installed too closely to deflector, not per



Recommendation: During the renovation, relocate sprinkler heads in accordance with NFPA 13.

Code Reference: NFPA 13.

20. Finding: The riser heights in Stair 1 and Stair 2 are not uniform.

Recommendation: Provide distinctive marking on the leading edge of each tread on each run of stairs where the riser height varies more than 3/16 inch between adjacent risers.

Code Reference: NFPA 101 7.2.2.3.6.4.

SUMMARY STATEMENT

Upon incorporation of the recommendations summarized in this report, the building complies with the criteria specified in the SFO Attachment No. 4.

ROLF JENSEN & ASSOCIATES, INC.

(b) (6)

Michael K. Derr, P.E.

5/24/10

Date

MKD/SMH:mkd/cf

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(b) (6)